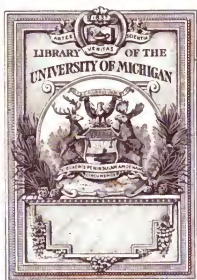




## *A Documentary History of Chelsea*

Mellen Chamberlain, Jenny Chamberlain Watts, William Richard  
Cutter, Henry Williamson Haynes, Massachusetts Historical ...





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A DOCUMENTARY HISTORY  
OF  
CHELSEA



*Committee of Publication*

CHARLES F. ADAMS

CHARLES C. SMITH

HENRY W. HAYNES

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*William Chamberlain*

A  
DOCUMENTARY HISTORY  
OF  
CHELSEA

INCLUDING THE BOSTON PLAGUES OF 1629-1630,  
BUMNEY MARSH, AND PULLEN FISH

1624-1824

COLLECTED AND ARRANGED, WITH NOTES,

BY

MELLEN CHAMBERLAIN

IN TWO VOLUMES

VOLUME I

BOSTON

PRINTED FOR THE MASSACHUSETTS HISTORICAL SOCIETY

1908



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RUMNEY MARSH, AND PULLEN POINT

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THE UNIVERSITY PRESS, CAMBRIDGE, U. S. A.

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## PREFATORY NOTE

**A**MONG the papers left by Judge Chamberlain is one headed "Memoranda for a Preface," at the beginning of which he says, "These Memoranda, written at different times, doubtless contain much irrelevant and repetitious matter, and will require careful revision." He then unfolds his well-known views as to the genesis of the Massachusetts town, ending with the suggestion, "Perhaps the greater part of the foregoing, instead of belonging to the Preface, would with some modification more properly form part of the Introductory Chapter." As the views thus presented are much more clearly and forcefully stated by him in two papers printed in the *Proceedings of the Historical Society*,<sup>1</sup> it has not seemed desirable to reproduce them here. Of much greater interest and value is the account which he gives of the circumstances that led him to undertake the preparation of a History of Chelsea and of the method pursued by him. "In 1876," he says, "the City Council of Chelsea asked me to prepare a history of the municipality, as other towns were doing, as a centennial memorial. . . . I was then heavily weighted by public duties which left little time for other work, and I was not inclined to accept the invitation; but as one long resident in the city, with some participation in its municipal affairs, and often a recipient of its honors, I could not refuse without the most cogent reason. . . . Accordingly I looked into the books most likely to contain the results of previous investigations, and found a few pages. I asked at the City Hall for the old town files; there was not a scrap. With like result I sought historical papers in the old garrets in Revere; but the oldest inhabitant could not suggest new fields of investigation. I knew that for the first hundred years the territory which was incorporated as Chelsea was merely an outlying precinct of

<sup>1</sup> "The New Historical School," in 2 *Proceedings*, v. 265-278; "The Genesis of the Massachusetts Town," *ibid.*, vii. 214-242.

Boston, without municipal life of its own; and that for the second hundred years, as well as for the first, its largest proprietors were mainly non-residents whose genealogies would not be required. These circumstances were not promising for the production of a work of value or interest; but, lessening as they did the prospective labor of writing a History of Chelsea, they made a refusal to undertake it more difficult. Under these circumstances I undertook the work, and seldom have I made a more serious mistake. For though with small expectations, yet as something proper to be done, I began an examination of the archives at the State House, and had not proceeded far before discovering material which compelled me to search page by page the two hundred volumes of State Papers, as well as the Boston Town Records, not then printed, the records of the Suffolk Courts, the Registry of Deeds, and the Probate Office. The results amazed me, not only by the mass and value of the materials which I found, but even more by the fact that I had committed myself to a work requiring years for its completion.

"Not only new materials, but new subjects for Chelsea history, were discovered. No one had ever supposed that the first settlement in the upper bay was made at Winnisimmet, instead of Noddle's Island, and that it was there that Samuel Maverick palisaded his house in 1625. But when I learned this it made necessary a reconsideration of the mooted question of the first settlement of Boston harbor.

"The learned editors of Sewall's diary, warranted by the record, had said that Governor Bellingham's will, in which he devised his estates at Winnisimmet for pious uses, was set aside by the General Court in 1676; but this proceeding, far from being the end, was near the beginning of a contest which raged for one hundred and fourteen years, and was finally settled in 1787, before Judge Increase Sumner, whose notes, rescued from a paper mill, gave the only clue then discovered to the history of a case which was the subject of an opinion by William Cowper, afterward Lord Chancellor of England, and of a decision of Sir Nathan Wright, Lord Keeper of the Great Seal.

"At Winnisimmet was the northerly terminus of the first ferry from Boston, and the beginning of the first county road in Massachusetts, and perhaps both were the first on the west-

ern continent. These facts give distinction to Winnisimmet, and made it imperative to trace their history.

"From the Winnisimmet shores of Chelsea Creek, in May, 1775, British and American parties met in conflict in an attempt by order of General Ward to remove the live stock from Hog and Noddle's islands. This was the second military engagement at the opening of the Revolutionary War. From Winnisimmet was observed in flank the movements of the British at Bunker Hill, and during the siege of Boston several companies had barracks there.

"Finally, the records of the Rumney Marsh church during the very able pastorates of Thomas Cheever, Phillips Payson, and Joseph Tuckerman are of more than ordinary value, and these I have thought it best to present in their most authentic form.

"Much of this material, though not all, I had collected in the intervals of official duties, and for its preservation I printed it in the weekly issues of the Chelsea 'Telegraph and Pioneer,' the first of the articles appearing Nov. 20, 1880, and the eighty-first and last July 14, 1883. At first my embarrassment was in the meagreness of material, which led me to print in full every document I found. But when the mass of these, by frequent additions (which have not yet ceased), became embarrassing a new question arose, how to treat these documents. . . . I have finally decided to print in full every important paper, and to call the result 'A Documentary History of Chelsea, with Notes,' and have followed this course in respect even to the voluminous documents of the Bellingham will case. With some experience as a reporter of legal decisions, I reduced several of the cases to the form in which they usually appear in the volumes of Judicial Reports when all matters not essential to the legal understanding of the case are omitted. This is doubtless best for the bar, — indeed, it is the only practicable course; but for those who desire to trace the crude and tentative progress of jurisprudence in Massachusetts, nothing could be more worthless. Besides, the merely formal parts of documents — the recitals, the descriptions of persons, and the names of witnesses — often give facts of great value not always conveniently preserved in footnotes. Again, the plan I have adopted treats for the first time, and is not likely to be repeated, the course of judicial



proceedings in a series of important cases in the Massachusetts Courts, of the Colony, Province, and Commonwealth. It is true that the records are incomplete. Some things needed to complete them still elude the most thorough search; but it is to be hoped that many will yet come to light from the least probable sources. . . .

"With these views of the requirements of a town history — at least, the history of Chelsea — I had, in 1892, so far completed my work, as I thought, that I informed the Council and requested that the publication should be begun, having little doubt of my ability to keep in advance of the press until the work should be finished; but while the City Council was considering the matter the greater part of the old town files, with many papers of the Bellingham will cases, which had long been sought for in vain, were unexpectedly found in a house remote from Chelsea in which they had lain for more than a hundred years, having been carried thither by a former town clerk on his removal to that place. He was also executor of one of those who succeeded to the Bellingham estates. At first I hoped that I might be able to introduce this new matter into the text, or add it as notes, and thus avoid rewriting the work; but this was found to be impracticable, and now (November, 1897) I am still reconstructing and rewriting the greater part of it. As I may not live to complete this History, I leave these memoranda<sup>2</sup> of my connection with a work which has taken more time than I anticipated, and prevented my undertaking more than one book much more to my taste. But on the whole, perhaps, I ought to regret neither the time nor the labor I have bestowed on it, even though I may not live to complete it, since the history of Chelsea presents some facts of unusual interest, which are not likely to have been dis-

<sup>2</sup> As bearing on these "memoranda," the following extract from the will of Judge Chamberlain is explicit: —

"To the Massachusetts Historical Society I give my incompleted manuscript (typewritten) history of Chelsea with the ten bound folio volumes of manuscripts, plans, engravings, photographs and materials used in the preparation of said history and may be useful in its completion, with the copyright of said history, and the profits from the sale thereof. I hope to communicate to said society in a separate paper my views in respect to the completion of said history; but lest I fail to do so, I will say here that I wish to have the manuscript placed in the hands of a thoroughly competent person for completion and revision, to whom I give the largest discretion in respect to omissions, condensation, changes and additions."

covered by any one without my opportunities, some of which have been purely accidental. . . .

"It was not my original intention to bring the History down to a later period than that of the organization of the Winisimmet Co., say about 1833, leaving the history of the town after North Chelsea was set off and the history of the city after its incorporation to another. And I should have treated the history of Winthrop more fully, if I had not hoped that this would be undertaken as a separate work by another hand. . . .

"Documents purporting to be complete in all cases follow their originals where I have had access to them, but in many cases they exist only in copies made by those who followed the orthography, punctuation, and abbreviations peculiar to their own times. Town and Church records, so far as I give them, are exact copies, with these exceptions that from the latter I have omitted baptisms and deaths, which are given in the Appendix, and from both I have omitted the words 'It was voted,' and connected the sentences by semicolons."<sup>3</sup>

The circumstances under which Judge Chamberlain's manuscript was bequeathed to the Historical Society, and its publication undertaken, are fully stated in the Memoir of him in this volume.

In the preparation of the copy for the press the first twenty-seven chapters and the lists of town officers and inscriptions in the burying-ground, as well as Sections VI. and VII. in the General Appendix, were assigned to Miss Jenny C. Watts, a graduate of Radcliffe College; and the remaining chapters and the other parts of the General Appendix to Mr. William R. Cutter, librarian of the Woburn Public Library, and author of a History of Arlington. Matter added by either of them is enclosed in brackets; but, in accordance with the manifest desire of the author, as set forth in his will and his instructions to the Society, the committee of the Society to which the material was entrusted has exercised a much wider latitude both of investigation and development of the subject matter

<sup>3</sup> In printing these extracts from Judge Chamberlain's rough draught or "Memoranda for a Preface," the Committee have made such omissions and such verbal corrections as they believe he would himself have made in a final revision, but they have preserved its statements and opinions as he left them.

in the case of the earlier than of the later period dealt with. This course was dictated by considerations too obvious to call for any detailed statement or explanation, and the wide discretion explicitly left with the Society by Judge Chamberlain makes unnecessary any justification of the course thus pursued. The Index has been prepared by Rev. T. Frank Waters, of Ipswich, author of "Ipswich in the Massachusetts Bay Colony."

It cannot be doubted that if Judge Chamberlain's health and strength had permitted him to make a final revision of his manuscript, his History of Chelsea would have approached much more nearly to the high ideal which he set before himself; but it is not believed that he would have essentially modified his opinions, or changed his statement of fact except in so far as they would necessarily have been affected by the coming to light of documents supposed to have been lost or the discovery of new historical material.

CHARLES F. ADAMS.  
CHARLES C. SMITH.  
HENRY W. HAYNES.

MEMOIR  
OF  
MELLEN CHAMBERLAIN.

BY HENRY W. HAYNES.<sup>1</sup>

---

MELLEN CHAMBERLAIN was born in Pembroke, New Hampshire, June 4, 1821, the second of the five children of Moses and Mary (Foster) Chamberlain. The earliest known ancestor of the family was Jacob Chamberlain, born about 1690, according to the inscription upon his gravestone in Rumney Marsh (now Revere), Massachusetts, where he died in 1734. He married, in 1714, Abigail, daughter of William Hasey, of Rumney Marsh. Mary Foster was the daughter of Rev. Abiel Foster, of Canterbury, New Hampshire, a descendant of John Rogers, the fifth President of Harvard College, and of Governor Thomas Dudley. Moses Chamberlain was a farmer, who also carried on the business of a country shopkeeper. The son helped his father in both occupations, attending the district schools of the town, and later the Academy in Pembroke, until his fifteenth year, when the family removed to Concord, New Hampshire, in 1836. For the next four years he pursued the studies preparatory for college at the Literary Institute of that place, continuing to assist his father and teaching district schools in the winter. In 1840 he entered Dartmouth College, and graduated, in 1844, with a class in which were included an unusual number of men who afterwards attained distinction. During his college course he taught school three winters in Danvers, Massachusetts. His college rank was sufficiently high for him to be chosen into the Phi Beta Kappa Chapter of the college. All his life long he looked back with gratitude to his Dartmouth training, and ever cherished a warm affection for his classmates, which was fully reciprocated by them. His college on its part

<sup>1</sup> Reprinted from the *Proceedings of the Massachusetts Historical Society*, 2d Series, vol. xx. pp. 119-146.

regarded him as a worthy son, and bestowed upon him the honorary degree of Doctor of Laws in 1885; and his fellow alumni twice called upon him to be their spokesman in expressing their admiration for Dartmouth's greatest son, Daniel Webster,—at a dinner in 1882, and at the dedication of his statue in 1886. In May, 1844, a little before his graduation, Mr. Chamberlain was chosen principal of the high school at Brattleborough, Vermont, and there he remained until late in 1846. In an "Address at the Dedication of the Brooks Library Building, at Brattleborough, Vermont, January 25, 1887," he gives a charming account of his life as a teacher, and of the town and its society, which at that time included a notable number of cultivated citizens and summer visitors of distinction, especially drawn thither by the establishment of one of the earliest "Water Cures" in this country. From Brattleborough he entered the Dane Law School at Cambridge, Massachusetts, in the late autumn of 1846. He was soon made the Librarian, and remained there for two years, receiving the degree of Bachelor of Laws in 1848. He himself says that this "situation brought him into official relations to the college, and afforded him social privileges, which otherwise he could not have had." Among the most valued of these he regarded the opportunity of passing some months in the capacity of private tutor in the family of Chancellor Kent at Kent Place, Summit, New Jersey. In January, 1849, he was admitted to the bar in Boston, and opened a law office on Washington Street, which he shared with the late John S. Holmes. Later he removed to No. 35 Court Street, where the late Seth Webb was his office companion, and after Webb the present writer shared the office with him from 1856 to 1867. On June 6, 1849, he was married to Martha Ann, daughter of Colonel Jesse Putnam, of Danvers, Massachusetts, whose acquaintance he had made during his terms of school teaching in that town, in his college course. In a letter to his father, written from the Law School at Cambridge, October 3, 1848, he says:—

"I intended to have entered my profession about this time, but the retirement of the old professors brought on new ones, who knew nothing of the affairs of the school, and they insisted upon my staying this term, which I agreed to do for three hundred dollars extra. . . . On the first of January I shall have seven hundred and thirty dollars

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*Home of: Helen Chamberlain,  
'Chelsea'*







in pocket. If there is any such thing as luck in the world, I have had it. True, I have worked like a dog and lived like a miser. . . . I have arranged to get married, and suppose that my money will carry us to January, 1850, when the purse will be empty. At twenty-eight one may get married, and it becomes a matter of necessity, when one has lived so long alone as I have. But notwithstanding the apparent rashness of this step I have no fear. My life will be insured, so that in case I should be taken away, Martha will not be left destitute, and that's all I care about. But I will not anticipate that. Ten years unassisted toil have given me strength and power to do and to dare. You will gather from what I write that I am in excellent spirits; I am so."

His anticipations were fully realized; his marriage brought him at once into a large and agreeable family circle, and his professional earnings proved sufficient for their modest wants. He soon began to secure a considerable office business, to which was added a fair share of court practice, and he also reported court business for the "Boston Advertiser." But his main occupation was that of a conveyancer. Two or three large farms in Chelsea began to be cut up for building purposes about this time, and the Winimisimmet Land Company concluded to sell all of its extensive holdings. Mr. Chamberlain began a thorough study of the titles to all the real estate in Chelsea, and his knowledge became so extensive that hardly a land title could be passed in that community without consulting him. The results of his investigations were consigned to twelve large folio volumes, which by his last will were bequeathed to the city of Chelsea and have been placed in its Public Library.

Immediately upon their marriage Mr. and Mrs. Chamberlain went to live in Chelsea. After several changes of residence he built a comfortable house, pleasantly situated on Washington Avenue, upon the western slope of Powderhorn Hill, with ample grounds in the rear in which to cultivate fruits and flowers. There he passed the remainder of his life. Mrs. Chamberlain died suddenly, April 25, 1887, leaving no children. Their union was a signally happy one, and from her loss he never recovered. Their home was the centre of much intellectual life, at which for many years gathered weekly a class of young people of both sexes for the study, under his guidance, of English and American literature. In his later

years Mr. Chamberlain was in the habit of passing a portion of every summer at Boar's Head, Hampton Beach, where he was accustomed to meet a congenial company of friends, of whom the late Governor and Mrs. Charles H. Bell, of New Hampshire, and our associate member Rev. Dr. Slafter, were among his most intimate companions.

Soon after his establishment in Chelsea Mr. Chamberlain began to be called upon by his fellow citizens for various sorts of public service, as school committee man, selectman, alderman, on the organization of the city, in 1857, and for six years as City Solicitor. In 1858-1859 he was chosen a Representative to the General Court from the Thirteenth Suffolk District, and was made a member of the special committee on the Revision of the Statutes. In 1863-1864 he was elected to the State Senate, and during the latter year was the chairman of the Judiciary Committee. Those who served with him in the legislature were accustomed to speak of his public services as of great value, and to esteem his powers as a debater as of a high order. He was an excellent public speaker, logical and impressive, while his remarkable memory readily supplied him with an abundance of illustrations to enforce and enliven his arguments, and his tall and erect figure, his dignified bearing, and his strong and commanding countenance lent additional energy to his words.

On June 29, 1866, he was appointed by Governor Bullock an Associate Justice of the newly created Municipal Court of the City of Boston. Mr. George B. Chase, in a most sympathetic tribute to his memory before this Society,<sup>1</sup> has given an amusing account of the circumstances of this appointment. From June, 1866, to December, 1870, he served as Associate Justice, and then was appointed by Governor Claflin Chief Justice, which office he continued to hold till August, 1878. His services on the bench thus cover a period of twelve years. Mr. Chase has also quoted the opinion of one of his associates, the late Chief Justice Parmenter, as to his special qualifications for the office, and the method and quality of his work in it.

In the summer of 1875 Judge Chamberlain made a visit of six months to Europe, where his taste for art, scenery, his-

<sup>1</sup> 2 Proceedings, vol. xiv. p. 273.

tory, and literature was amply gratified. His letters home were exceedingly entertaining. Several of them appeared in the Boston newspapers, and attracted more than usual attention. In England and Ireland he took every opportunity to visit the courts, and always received a most polite welcome.

In August, 1878, Judge Chamberlain was called to be the Librarian of the Boston Public Library, succeeding our late associate Justin Winsor. This position he continued to hold until October, 1890, when he resigned on account of failing health, after another twelve years' term of faithful service. The circumstances of this appointment are amusingly told by Mr. Chase in an account of his interview with our late associate Mr. William W. Greenough, for so many years the President of the Board of Trustees of the Library. His first report as Librarian<sup>1</sup> shows how strenuously he took hold of his new duties, and what fresh measures he suggested, most of which have become a part of the permanent administration of the Library. Among these were the appointment of a night watchman to insure protection against fire, and the installation of a self-registering clock to make certain his actual presence; a thorough examination of the Library to discover its most important deficiencies, mainly incomplete sets of periodicals, serials, and continued works, and a permanent arrangement by which these could be gradually secured; and the employment of a bookbinder to take down each volume from the shelves, dust it, and make any needed repairs to the binding; by this measure the annual closing of the Library for cleaning purposes could be dispensed with. But his most important suggestion was for a conference with the Superintendent of Public Schools, our late associate Dr. Samuel Eliot, and a committee of the masters of the schools to devise some system whereby in his own words "the best literature of the Public Library shall find its way into the public schools . . . and become an instrument in the hands of the public teacher of imparting knowledge at the public expense to those whom the city is under legal obligations to educate." He also makes the recommendation that "a course of lectures be established . . . designed to induce the critical and appreciative reading of the best things in literature by those who

<sup>1</sup> Twenty-seventh Annual Report of the Trustees of the Public Library, 1879, p. 17.

might repair to them for instruction, as there always is in every community a considerable number of persons who would gladly avail themselves of such opportunities." It has taken some time to realize, but we all now perceive what substantial fruit this wise and far-seeing suggestion was destined to produce in these later years. In his annual report of the following year<sup>1</sup> he says:—

"In my annual report of last year I suggested to the Trustees the propriety of setting apart some portion of the annual appropriation for books to meet the requisitions of the teachers of the public schools by the purchase of such books as in their judgment might be useful to their pupils, and those to have their local habitation in the several houses under their charge, but always to remain the property of the Public Library. . . . Some difficulties arose with respect to these requests. In the first place there were no more than two or three copies, instead of fifty, of each in the Library, and no funds from which they could properly be purchased; and secondly, the nature of the loans and the time for which they were desired were in contravention of the Library rules."

Eventually the books were purchased from funds supplied from a private source, presented to the Library and accepted by the Trustees, upon the condition that they should be loaned according to the wishes of the donor. After a year's use in one of the schools they were returned in good order to fulfil similar requisitions for other schools. The reading of these books was not a part of the regular school exercises; each pupil was expected to read his copy at home, as he would read any other books taken from the Public Library, but to be examined once a week upon what was thus read. The cost of the experiment for a year was less than fifty dollars. Thus was taken the first step in the important work of supplying "supplementary reading matter" to the schools from the Public Library. Another improvement suggested was to have important new English publications forwarded promptly by mail for the use of the patrons of the Library, instead of waiting to have them sent in the usual slow course of purchases by the foreign agents of the Library. He also introduced a method of covering with linen canvas the heavy, costly volumes, that were subjected to great wear and

<sup>1</sup> Report, 1880, p. 19.

tear in their use, and this style of binding has been substantially adopted for the greater portion of the books newly added to the Library, and of the older volumes as their binding wears out.

Such were some of the new ideas introduced into the management of the institution by the new Librarian. Though it cannot be claimed that he developed remarkable executive ability in this office, he certainly made a satisfactory officer in all of his relations with the public; and he won the respect and affection of all its employees, from the highest to the lowest. The opinion of his services held by the Trustees, of whom the writer was one during nearly the whole of his term of office, is manifested by the tenor of the resolutions adopted by them on accepting his resignation:—

*“Whereas, Hon. Mellen Chamberlain has been constrained by the impaired condition of his health to resign the office of Librarian of the Public Library, and the Trustees have reluctantly accepted his resignation, to take effect on the First day of October next.*

*Voted, That the Trustees hereby place upon their records the expression of their regret for the loss which the Library must sustain in no longer benefiting by the services of so accomplished and so faithful a scholar as Judge Chamberlain has shown himself to be during his twelve years of service.*

*Voted, That the special attainments of the Librarian in the study of early American history have proved of essential advantage to the Library in bringing up that department to the high standing that had already been reached in other branches of knowledge.*

*Voted, That the Trustees hereby convey to Judge Chamberlain the expression of their respect and regard, their regrets that their pleasant intimate relations must cease; their hope that his enforced leisure may result in restored health, and their wish that his life may long be spared to give to the world from his stores of knowledge.”*

The antiquarian tastes of Judge Chamberlain were developed in his early youth, and were fostered after his removal to Concord, New Hampshire, in 1836, by his intimacy with John Farmer, the archivist of the State of New Hampshire, whom he assisted in some of his historical and genealogical investigations. He began at that time to gather his remarkable collection of autographs, to which he afterwards added such letters, documents, and other manuscript material, portraits, and engravings, as he could obtain by exchange with other

collectors, and by purchase as his income increased. He was an indefatigable searcher of old garrets and all out-of-the-way repositories of letters and other papers, making repeated journeys throughout New England for that purpose, and numbered among his correspondents, with whom he made constant exchanges, all the prominent collectors of this country; among whom were his boyhood friend, Dr. George H. Moore, of the Lenox Library in New York, Dr. Sprague, of Albany, Mr. Taft, of Savannah, and Mr. Gilmore, of Baltimore; from the latter he obtained Southern autographs and documents. Personally, or by order, he attended all the autograph sales in this country, and through dealers' catalogues added to his stores by purchase from England, France, and Germany. Thus his collection gradually grew to be of incalculable value, and it became a matter of great anxiety with him to decide what to do with it. To prevent the possibility of its ultimate dispersal, if left to his heirs, he concluded to provide by his last will that it should become the property of the Boston Public Library. In 1893, seven years before his death, he made an arrangement with the Trustees that it should be deposited in a room to be specially prepared for it in the new Library building and set apart as its permanent home, though he retained his property in it during his lifetime. It will hardly be necessary to attempt to give here an account of its treasures, as the Trustees published, in 1897, "A Brief Description of the Chamberlain Collection of Autographs, now deposited in the Public Library of the City of Boston." This was based in part upon an elaborate article, contributed by the late Rev. Julius H. Ward, to the "Boston Sunday Herald," of April 7, 1895, from memoranda furnished by Judge Chamberlain himself. To this publication the Trustees added, in 1898, a supplement containing "The Texts of the Four Great Documents," reprints of "The Address to the King, 1774," the "Declaration of Independence (1776)," the "Articles of Confederation (1777)," and the "Constitution of the United States (1787)." To these texts are affixed the autographs of the respective signers. These four texts have been removed from the rest of the collection, and with a series of sixty-three framed tablets, made up also of detached autograph signatures, grouped and illustrated by portraits, biographical sketches, and historical notes, are now displayed upon the walls of the

room for Younger Readers. These two pamphlets, however, are intended only to be preliminary to a complete description and analysis of the whole collection, now in course of preparation; they are sufficient, however, to indicate that The Chamberlain Collection of Autographs and Manuscripts will eventually prove one of the richest sources of information available for the students of American History, a worthy monument to the memory of its creator.

A very interesting example of Judge Chamberlain's skill and judicial temperament in the investigation of questions bearing upon the genuineness of autograph signatures can be found in a note, appended to the "Bulletin of the Boston Public Library, No. 79, May, 1889," upon an "Autograph which may be Shakespeare's." In 1880 a copy of North's Plutarch, 1603, had been purchased by the Library, which, though complete and in the original binding, was in bad condition and was consequently sent to the bindery for repairs. There was found to be a fold of parchment, about two inches wide, running the entire length of the hinge of the cover, a strip of paper of the same width and length, together with two or more shorter strips, on one of which at the beginning of the volume were written the words "William Shakespeare, hundred and twenty poundes." The paper bearing the name of Shakespeare is a fold, organically a part of the volume when it was purchased, as appeared by the sewing, but at what time the name was written on it is the important question. The strips of paper at the end of the volume also contained some writing, a couple of Latin quotations which must have been there when the volume was originally bound. All of these writings, including that containing the name of Shakespeare, though not in the same ink, are in the ink and handwriting of the seventeenth century, and probably were concealed from view until the linings of the inside covers became detached. There was also a worm-hole, running through the parchment, the title-page, and three hundred and ten pages of the text. This hole pierced between the words "and" and "twenty," in the Shakespeare writing, and it must have been bored after the writing was made, as otherwise the pen would have caught upon its edges, which plainly did not happen. Judge Chamberlain proceeds to discuss the question whether it is an autograph writing, and whether it



is in the handwriting of Shakespeare, at considerable length and with great acuteness. Quoting the opinion of three experts, collectors of autographs of long experience, he concluded that the writing is an original signature, not a man's name written by another, or an imitation. He insists that the writing bears a strong resemblance to the known genuine signatures of Shakespeare, and discusses the possibility of its being a forgery; deciding against its being such, and laying stress upon his familiarity with the history of historical, literary, and autograph forgeries in England and America. His conclusion is that "the Library autograph presents more reasons in favor of its genuineness and too few objections to warrant an adverse judgment." Eight process plates are appended to the article showing the title-page, with the paper fold at the hinge containing the worm-hole, also the same turned back upon the cover, the hinge at the end of the volume, with the strips of parchment and paper bearing writing, and the same with the strip turned down disclosing writing otherwise concealed; there are also added four pages of facsimiles of Shakespeare's autographs, together with enlargements of the same and also of the Ireland forgeries and of the Library signature.

Judge Chamberlain was elected into the Massachusetts Historical Society January 9, 1873, and immediately began to take a prominent part in its proceedings. He delighted in his membership, and was most assiduous in his attendance at the meetings. To its published volumes he made numerous valuable and interesting contributions, while in the discussions that arose he was ever ready to draw upon his stores of knowledge with a fulness and accuracy of memory truly remarkable. He served frequently upon the committees, from 1885 to 1888 was a member of the Executive Committee of the Council, and presented the annual report in 1888. The notes contributed by him as one of the editors of Sewall's Letter-Book, 1886-1888, are marked by his usual thoroughness and accuracy. He was also one of the members of the Committee to publish a volume of Belcher Papers, in 1892, and in 1894 was made one of the Publication Committee of the Bowdoin and Temple Papers.

Since his contributions to the successive volumes of our Proceedings form a substantial portion of his published work and are of great variety and of exceptional value, it seems

advisable to give a complete list of them, with the volumes in which they can be found, in order to facilitate ready reference to them. His first paper was a "Sketch of the Life of Rev. Samuel Henly" (Vol. XV. p. 230). Next appeared a study of "The Currency Question in Provincial Times" (Vol. XX. p. 32); and in the same volume (p. 223), a discussion of "The Charges against Samuel Adams."

In the first volume of the second series (p. 211) he gave an account of the remarkable very early "Map of Eastern Massachusetts," discovered by our associate Mr. Henry F. Waters, in the Sloane Collection of the British Museum, and published by the Trustees of the Boston Public Library in the Bulletin for October, 1884, from which it was reproduced in Winsor's "Narrative and Critical History of America" (Vol. III. p. 381). In the same volume of our Proceedings (p. 273) appeared a notable paper on "The Authentication of the Declaration of Independence, July 4, 1776," in which, after a thorough study of the original records and of all the available evidence, he proves that the signing did not take place upon the Fourth of July. He suggests that the Declaration should have been preceded by some such recital as the following: "The foregoing Declaration having been agreed to on July 4th by the delegates of the thirteen united Colonies, and the same having been engrossed, is now subscribed, agreeably to a Resolution passed July 19th, by the Members of Congress present this 2nd day of August, 1776." On page 266 of the same volume he showed that "Samuel Maverick's House" was not built on Noddle's Island, East Boston, some time before 1628, as stated by Edward Johnson in his "Wonder-working Providence," but was erected in 1625,—as he himself states in the valuable manuscript, "A Brief Description of New England, etc.," discovered by Mr. Waters in the British Museum and printed on page 236 of the same volume of our Proceedings,—and was built in "Winnisime," upon land now in the grounds of the United States Marine Hospital in Chelsea.

In Vol. II. 2d ser. p. 122, he told of an interesting episode in the history of "The Old Province House," which had escaped the notice of local antiquaries: its occupation by the Earl of Bellomont, when Governor, for fourteen months, from the latter part of May, 1699. On pages 275-305 of the

same volume he printed a *Journal* of Captain Henry Dearborn on "Arnold's Expedition to Quebec."

For the next volume (Vol. III. 2d ser. pp. 102-133), he contributed three other "Journals of Captain Henry Dearborn," belonging to the Boston Public Library and covering the period from July 25, 1776, to March 1, 1783. On page 371 he called attention to the new edition of the "Massachusetts Colonial Laws," in the Revision of 1672, published under the editorial supervision of our late associate Mr. William H. Whitmore, and he has no doubt that this will stimulate, and go very far to answer, inquiry on a great many subjects of historical interest. Among matters instanced was the fact that the General Court of Massachusetts had passed laws going far beyond the Acts of Parliament that were supposed to give validity to Writs of Assistance in the Colonies, which were so grievous to our ancestors a hundred years later. So, too, the requirement that revenue cases should be tried in Admiralty, which caused much dissatisfaction when enacted by Parliament, was in substance the Massachusetts law of 1674. Also we find, among other invasions of the King's prerogative, that the Colonists apparently claimed the right to grant and annul patents.

In Vol. IV. 2d ser. p. 48, Judge Chamberlain gave an account of the efforts of Samuel Adams to safeguard "New England Fisheries" in the negotiations for peace with Great Britain, as proved by the original draft of documents in Adams's handwriting in his own possession. On page 82 of the same volume he printed the first eight pages of the "Journal of the Committee of Correspondence" of Massachusetts, with the other Colonies, in 1773, from the original in the possession of the Boston Public Library.

To Vol. V. 2d ser. p. 265, he contributed a paper on "The New Historical School," devoted principally to criticism of the late Professor Alexander Johnston's "History of Connecticut." As a disciple of Edward A. Freeman, Professor Johnston had propounded the theory that Connecticut towns came originally from the forests of Germany to England, and from England to Massachusetts Bay, whence three of them (Watertown, Newton, and Dorchester) migrated to Connecticut as organizations, and there, in 1669, set up a commonwealth as the result of their joint corporate action; that these

towns having created a commonwealth, became a pattern for towns in other commonwealths; and so happily had their system of confederated towns worked, and especially in relation to the commonwealth, that the Connecticut delegation in the Convention of 1787 was able to persuade that body to form the Constitution of the United States on the same basis, — the Senate with its equal and unalterable representation of sovereign States answering to the independent Connecticut towns, and the House of Representatives answering to the Connecticut Council, both being elected by popular vote. To this reasoning Judge Chamberlain replies that the fallacy of this scheme lies in its theory respecting towns: their existence independent of some sovereign power, and in calling the towns the political cell from which the commonwealth was evolved. A town can be the germ of nothing but a greater town, never of a commonwealth. The rights and duties of towns are communal, and for such rights and duties they may provide; but even these powers are delegated, not inherent. The rights and duties of the State primarily concern sovereignty, external relations, and general laws affecting the inhabitants of all the State. He then proceeds to state his own views of the question: that our English ancestors did not bring with them English towns or English churches or British institutions; but as occasion required they builded for themselves, as Englishmen always and everywhere had done and still do. Analogies do not constitute identities, instincts are not institutions; nor does similarity of design or adaptation of institutions indicate heredity, or even relationship. "The genesis of American Commonwealths," according to his view, "is historically clear: (1) They originated with mere adventurers for fishing, hunting, or trading, who, without territorial ownership or by state authority, established themselves on the coast. Among these, though with other views, must be included the Pilgrims, driven out of their course by adverse circumstances, as well as the first settlers of Rhode Island and Connecticut. (2) They originated with those who had purchased lands and obtained charters from the crown. (3) They were founded under Proprietary governments. (4) They were founded as Royal governments." Judge Chamberlain admits that the Connecticut delegation had great influence in the Conven-

tion: first, because Sherman, Johnson, and Ellsworth were very able men, and the only three very able men from any State who worked together; and, secondly, because Connecticut, being neither one of the largest nor one of the smallest States, held a position of great influence as a mediator between the two classes of States.

In the same volume (Vol. V. 2d ser. p. 313) Judge Chamberlain gave an account of the sale of the Aspinwall-Barlow Library in New York, February 3-8, 1890. This sale attracted great attention in Boston, as the City Council had made a special appropriation of \$20,000 for the purchase of rare and costly books on American history not to be found in the Public Library. He recounts the history of the Library, so far as it could be discovered, and gives a statement of the valuable purchases made from it, of which a complete list can be found in *Bulletin of the Public Library*, No. 82, October, 1890, pp. 359-376. The most important acquisitions were a Latin copy of the first work ever printed about the discovery of America—a translation of the First Letter of Columbus to the King and Queen of Spain in 1493. The price paid was \$2,900; and though the copy is not unique, it is very rare, as only four other copies are known,—two in the British Museum, one in the Royal Library in Munich, and one in that of Mr. Brayton Ives in New York. It has been claimed for this edition that it is the earliest of all that were published; but this is not Mr. Winsor's opinion, who states that there may be about thirty copies known of the eight editions, and of all these not more than five or six are ever likely to come on the market.<sup>1</sup> The Trustees of the Library immediately published a facsimile of the letter, in the *Library Bulletin* referred to, with a translation into English by Mr. R. H. Major; but as that translation was made from a different Latin text, of another edition, the present writer, at the request of his colleagues, prepared a new translation, which was printed separately in 1891. Besides the Columbus Letter there was purchased, for the sum of \$6,500, "A true copie of the Court Booke of the Governor and Society of Massachusetts Bay in New England." This is the most perfect copy known of the first volume (in manuscript) of the Massachusetts Colony Records, and contains historical matter of great importance nowhere else to be found. The

<sup>1</sup> 2 Proceedings, vol. v. p. 307.

precise date of the copy, though very early, has not been ascertained; but it is certain that some marginal notes are in the handwriting of Governor Richard Bellingham, which adds weight to the suggestion that this was the official copy. Inasmuch as this costly purchase was made solely to prevent so important an historical document relating to our own State from passing into other than Massachusetts hands, it seems to be eminently fitting that the Commonwealth should assume the cost and the ownership, and that its final resting-place should be in the State Library, as a companion to the manuscript volume of Governor Bradford's History.<sup>1</sup>

To Vol. VI. 2d ser. p. 258, of our Proceedings Judge Chamberlain contributed a "Memorial of Daniel Leonard," Chief Justice of Bermuda, to the Lords Commissioners of the Treasury in reference to his salary in that office, and called attention to the singular circumstance that it was nearly fifty years after the publication of the "Massachusettensis" Letters, in reply to those of John Adams, under the signature of "Novanglus," before Adams learned that their author was Leonard, having always attributed them to Jonathan Sewall. On page 400 of the same volume he showed that John Trumbull, in his "McFingal," had alluded to the controversy in a way that points to Leonard as the author, and makes it quite clear that it was not Sewall. Later, on page 401, he gave certain particulars relative to Nathaniel Rogers, a Boston merchant, a graduate of Harvard, in 1762, who contributed the preface to Wood's "New England's Prospect." Rogers wrote from Boston to Thomas Whately, in London, December 12, 1768, one among the "Hutchinson Letters," in which he proposes his own appointment to the place of Secretary of the Colony, when Andrew Oliver, then Secretary, should be advanced to the Lieutenant-Governorship. His death, in 1770, defeated this purpose. On page 433 of the same volume he printed a "Memorial of Captain Charles Cochrane," presumably addressed to Lord George Germaine, setting forth his military career in this country from the arrival of the British army at Boston in 1774. Captain Cochrane was killed at Yorktown, October 17, 1781, the only officer of the British army who fell during the siege.

To Vol. VII. 2d ser. p. 127, of our Proceedings Judge Chamberlain contributed an article on "Governor Winthrop's

<sup>1</sup> It was printed in 1890 in Whitmore's "Bibliographical Sketch of the Laws of the Massachusetts Colony," p. xxv, and in 1904 in Noble's "Records of the Court of Assistants," vol. ii. p. 115.

Estate," with a facsimile of an unrecorded deed from him to John Newgate of lands in Rumney Marsh (Chelsea), drawn and witnessed by Thomas Lechford, the lawyer, now in the possession of Charles P. Greenough, Esq. He adds: "Winthrop's allotment is in plain sight of my own house, and in the last thirty years I have often climbed its rounded height, and never, I think, without consciousness that it was once Winthrop's; but not until within a few months have I known that it was in any way associated with so pathetic an incident in the life of one who by great service and high character gained the esteem and love of his contemporaries, and has since taken his place among the founders of states." The "pathetic incident" referred to was the serious impairment of Governor Winthrop's property, owing to the rascality of his bailiff, James Luxford, by which he lost everything but honor. Later in the same volume (p. 214) he took part in the discussion on "The Genesis of the Massachusetts Town," carried on between Mr. Adams, Mr. Goodell, Professor Channing, and himself. In his portion he develops at considerable length arguments employed in his paper upon "The New Historical School"; but devotes especial attention to the "parochial theory," which traces the origin of the New England town to the English parish. In this connection he studies with great care the reasoning of Toulmin Smith, who claims that in England the parish antedates the town, and that its original functions were secular and not ecclesiastical, and shows the impossibility of its application to the origin of New England towns. As to their origin he says that there are at least three theories, — that they were native to the soil, that they were copies of English prototypes as those were of German, or that they were essentially reproductions of the English parish. Judge Chamberlain argues for the first theory, — that the origin and development of the town were due to certain conditions peculiar to themselves. The sporadic settlements in New England were made on territory not capable of instant and effective protection by an acknowledged sovereign, so that the inhabitants were forced to postpone communal affairs to affairs of state, such as war and peace, territorial limits, jurisdiction, and defence. From the first those village communities exercised certain rights and performed certain duties, not unlike those which afterwards appertained to them as incorporated towns. By common consent

they divided some lands among themselves, and held other lands for common use; in both cases assuming corporate ownership, so far at least as to make good title in the allottees. Then followed, later, the erection of these communities into bodies politic, owing their corporate existence to, and exercising all their functions in strict subordination to the paramount power, the State. Finally, as early as 1636, there was promulgated in Massachusetts a setting forth of their rights, powers, and duties with a completeness and precision to which the advanced civilization of two and a half centuries has found little to add. He then goes into a detailed account of all those original scattered settlements by name, arguing that their records from what may be called the historic period, though meagre, throw some light upon the antecedent period. Finally, he enters into an examination of Mr. Adams's paper, which had preceded his own, and shows in what respects they agree and in what they differ.

In Vol. VIII. 2d ser. p. 108, treating of "The Transfer of the Colony Charter," he showed that the King's Charter, dated March 4, 1629, granted to the purchasers from the Plymouth Council, constituted them a body corporate with power to establish two governments, — one for themselves as a corporation in England, and another for the colonists or plantation in Massachusetts Bay, and that this dual government under the Charter has been misunderstood by many writers, including Mr. Doyle in his "History of the Puritan Colonies." On page 123 of the same volume may be found an article by him on "The Talcott Papers," which form Volume IV. of the Collections of the Connecticut Historical Society. These consist of papers, correspondence, and documents (chiefly official) during Joseph Talcott's governorship of the Colony of Connecticut, 1724-1741. The most interesting subject comprised in this volume has to do with the celebrated law-suit of John Winthrop, grandson of Governor John Winthrop, of Connecticut, against his sister Ann, wife of Thomas Lechmere. According to the laws of Connecticut, the landed estate of John Winthrop's father, Wait Winthrop, dying intestate, would be distributed by giving a double portion to the oldest son and the remaining third to his sister. But, dissatisfied with this division, he claimed the whole of the realty, as he would be entitled to do by the laws of England, on the ground that the



Colony law was invalid, being in contravention of the Charter of King Charles II., in 1662, which forbade the making of any law "contrary to the laws of this realm of England." This was not the view taken by Thomas Lechmere and his wife, and in 1724 they began proceedings to recover one-third of the real estate. These proceedings, brought before different courts in Massachusetts, Connecticut, and England, terminated in a decree of the King in Council, February 15, 1728, which declared the Connecticut law void, reversed the judgments of her courts, and gave the whole real estate to John Winthrop. The appalling result of this decree can be easily understood; it affected every person in Connecticut; it reversed the policy of the distribution and the settlement of estates, which had prevailed from the beginning in Connecticut and the other New England colonies; it unsettled the foundations of property, and threatened universal litigation in families. In this alarming exigency the first question was as to the likelihood of the reversal of the decree as matter of law; or if not, whether the King by a supplementary charter would rescind that clause, which forbade their passing any law contrary to the law of England; and if this lay outside of his power or will, then could and would Parliament do so? In the unsettled state of the royal prerogatives Connecticut might well doubt whether to seek relief from the King or from Parliament; and as it turned out, she could apply to neither with safety. Judge Chamberlain gives a most interesting narrative of every step taken in the long course of proceedings by the various counsel of Connecticut before the King in Council and the Board of Commissioners for Trade and Plantations, from 1728 down to July 18, 1745, when, after a case, essentially the same, carried by appeal from Massachusetts to the King in Council, had been decided differently, and the Massachusetts law, although contrary to the English law, had been sustained, the original decree was reversed, the ancient law restored, and the peril to the charter avoided. Incidentally Judge Chamberlain discusses the question of the constitutional relations of the Colonies to the King and to Parliament, in their progress towards independence of both. He shows that the Colonies in their disputes about their boundaries, or conflicting grants within their own limits, based their respective claims on grants from the King as rightful owner of the fee of lands dis-

covered under the English flag; yet, when their exigencies required, they sought the intervention of Parliament against the King, and whenever they deemed it safe, they practically denied the authority of both. So Parliament, though recognizing the King's property in colonial lands, and his jurisdiction over their inhabitants, yet gradually began to invade his prerogatives, and finally transferred them to itself. The British statutes are full of acts regulating colonial domestic trade, manufactures, finance, and internal government, all of which are really prerogative matters. Thus we see that colonial affairs were an important factor in British constitutional progress.

In Vol. IX. 2d ser. p. 105, Judge Chamberlain brought to the attention of our Society the fact that the inhabitants of Chelsea, on December 14, 1781, made a contribution of money "for the distressed inhabitants of South Carolina and Georgia, who are driven from their habitations by the British troops." No mention of this had ever been made by any historian of Massachusetts, known to him, and it seems to have been entirely forgotten.

To Vol. X. 2d ser. p. 463, he contributed some extracts from a lost Diary of Samuel Holten, a member of the Continental Congress, from Massachusetts, 1778-1783; and also a paper, believed to be in the handwriting of William Paca, a signer of the Declaration of Independence, from Maryland, containing the substance of a conversation of Mr. James Wilson, a signer of the Declaration and afterwards Judge of the Supreme Court of the United States, about the serious condition of American affairs in March, 1778. On page 503 of the same volume he printed certain extracts from manuscripts of General William Chamberlin, relating to the Battle of Bennington, and some doggerel verses descriptive of the fight.

To Vol. XI. 2d ser. pp. 286-299, he contributed an interesting review of the principal contents of the Bowdoin and Temple Papers, then just published by our Society. He believes that these writings will enhance the already high reputation of James Bowdoin, and serve to modify somewhat the historic judgment respecting his son-in-law, Sir John Temple, as well as to throw light upon the true history of the American Revolution and upon two conspicuous actors

therein. Incidentally he criticises Bancroft's historical work, as impaired by its manifest partisanship, notwithstanding its great and manifest excellences. Judge Chamberlain wonders why James Bowdoin is never mentioned with "the Otises, the Adamses, the Warrens, and the Hancocks," for he rendered services second to those of no other, and under circumstances which ordinarily disqualify a man for leadership in a revolution. Neither his independent fortune, nor his aristocratic position, nor his personal friendships, nor that conservatism which culture is supposed to engender, swerved him by a hair's breadth, or for a moment deadened his zeal in the patriotic cause till its complete triumph. Judge Chamberlain's opinion of Temple is somewhat qualified; his abilities and his services to the cause of the patriots are beyond question, but his connection with the abstraction and transmission to Boston of "The Hutchinson Letters" implies such a violation of the sacredness of private correspondence that it is doubtful whether he is entitled to share in that charitable consideration which all will readily accord to others of the Boston patriots. The Bowdoin and Temple Papers are of great value in correcting popular errors in regard to the causes of the American Revolution. They prove that the Grenville policy of drawing a revenue from the Colonies, after the excessive expenditure incurred in the subjugation of Canada, was intended to support the expense of the military establishment in the Colonies, and not to be applied to the payment of the debt thus incurred; also that the modification of the charter in Massachusetts, in 1774, was a plan duly considered and determined upon without special reference to any particular exigency, and not a malignant exercise of power provoked by the destruction of the tea in 1773. So, too, the "Molasses Act" of 1773, which caused much discontent in Massachusetts, as seriously affecting one of her great industries, — that of distilling rum from molasses for West India consumption, — was made inoperative by reason of the great inducements it offered to smuggling; and its enforcement was one of the causes of the Revolution. And, finally, the Stamp Act of 1765 was preceded by a careful investigation of the resources of the Colonies, and an endeavor to learn what subjects and what mode of taxation were least objectionable to the Colonists. At the November meeting of this Society, 1897, Judge Chamberlain joined in the tributes

to the memory of Justin Winsor, dwelling especially upon the admirable character of his administration of the Boston Public Library, his method of historical composition, and his unusual qualities as a presiding officer.

The last time Judge Chamberlain took part in our proceedings was at the June meeting, 1900, when he spoke extemporaneously on the social and economical revolution in New England, which began about fifty years ago, and which seemed to him to have produced far greater and more important changes than the political revolution that preceded it. He gave some interesting reminiscences of his own boyhood on the banks of the Merrimac, of the emigration to the Western States, of the decline of the rural districts, and of the effects consequent upon the opening of the first long railroad line.

As a writer upon historical topics Judge Chamberlain first attracted attention by a notable address before the Webster Historical Society, January 18, 1884, after he had passed his sixty-second year, on "John Adams the Statesman of the American Revolution." In the report of the Council of this Society for that year the present writer said of that address that "he has traced the secret springs of that great movement with a depth of philosophical insight superior to any previous treatment of the subject." This estimate of the value of that study has been confirmed by the opinion of numerous students of history. Let me dwell briefly here upon certain considerations that were either specially brought out or were put in a new light in this address. The period of John Adams's life included was the nine years covered by the American Revolution, and the principal object of the paper was to point out how there can justly be claimed for him the foremost place among such statesmen as Samuel Adams, John Jay, Thomas Jefferson, and even Benjamin Franklin. It was because John Adams possessed two of the prime faculties of a great statesman, "the historic imagination, which develops nationality from its germ; and clear intuitions of organic constitutional law." It was especially this sublime intuition of nationality which distinguished him among his contemporaries. When the declaration of the Continental Congress, September, 1774, went forth, the cause of Massachusetts became the cause of all the Colonies; it was nationalized, and this was John Adams's greatest feat in statesmanship. The value of this

politic stroke became apparent in the next session of Congress in May, 1775. He then developed his plan of severing at once every political tie which bound the separate Colonies to Great Britain through their royal governments, and of laying the basis for independence by the erection of State governments in their stead; this eventuated in the Declaration of Independence.

When John Adams entered public life, in 1774, he was probably well qualified to conduct causes and to argue questions of public law before any tribunal sitting in Westminster Hall, and he might have represented with distinction any English constituency in the House of Commons. By his mental constitution as well as by special education he was constructive; before he tore down, he planned reconstruction. Thus he maintained, first in Massachusetts and later in the Continental Congress, that the people of the Colonies were actually living under constitutional governments that had been developed gradually among themselves, and not living under the royal charters; these constitutions he claimed were inviolable. As a consequence acts which under the royal charters would have been rebellion to the British constitution were, on the contrary, a justifiable and patriotic defence of the constitutional liberties of the people. The Colonists claimed all the rights of Englishmen, and while they never disputed the reasonable exercise of its powers by Parliament, they repudiated the assumption that colonial legislation or colonial courts of law could be controlled by the royal prerogative.

Judge Chamberlain does not find the causes of the American Revolution in such acts of provocation as the passage of the Stamp Act, Writs of Assistance, and the attempt to tax the Colonies without representation, as is the generally accepted opinion. These were the occasion rather than the cause of the Revolution. They only hastened a crisis which could not have been averted. The true causes lay in the innate temper of the Colonists, their English love of freedom, their jealousy of commercial interference, and their increasing reliance upon their charters as the real foundations of their governments and of their political rights.

But what attracted most attention in this address was the assertion that "the American Revolution in its most vital and

most potent force was religious rather than political." He claims that the encroachment of the English Church upon the New England ecclesiasticism, and the Puritan apprehension that it would become the State religion, irritated and alarmed the Puritan mind, until the Revolution followed as a consequence. In Virginia it was otherwise; there "it was essentially a question of taxation"; the Colonists there were mainly identified with the English Church, and there could arise no ecclesiastical issue. Subsequently he qualified this statement by adding "it was one cause; no one claims that it was the sole cause." In a note appended to the reprint of the address he says, "Notwithstanding what I say about Ecclesiasticism as *a* cause of the Revolution, some of my critics have substituted *the* for *a*." This seems to me hardly ingenuous, considering the prominence given to this cause throughout the course of his argument. His view seems to be developed from John Adams's opinion, quoted by him in another note to the reprint, that "the apprehension of Episcopacy contributed fifty years ago as much as any cause to arouse the attention of the common people. . . . The objection was not merely to the office of a bishop, but to the authority of Parliament over the Colonies."<sup>1</sup> In still another note Judge Chamberlain adds: "When this address was delivered, in 1884, it was, so far as I had noticed, the earliest historical presentation of ecclesiasticism (associated with political liberty) as one of the causes which brought on the Revolution. I restricted the influence to Massachusetts and Virginia." Naturally he attributed a somewhat overweening importance to the special cause that he believed to have been his own discovery. In the same note he continues, "By some inadvertence at the time when this paper was preparing I failed to consult Foote's 'Annals of King's Chapel.' Had I read this work I should have seen that I had been anticipated in my views, and have acknowledged the industrious research, candor, good judgment, and literary ability which, as I think, have been combined in an equal degree in no historical work by an American since Belknap's 'History of New Hampshire.' Had I done so, it would have saved me vast labor and much thought, which I do not, however, now regret, for I was enabled to form an independent judgment, which happens to

<sup>1</sup> Works, vol. x. p. 185.

accord with that of Mr. Foote." Unquestionably these novel views of Judge Chamberlain attracted much attention and were widely commented upon in private communications and in the public press. They met with almost universal approval at the time, as not only *new* but *true*. There were some who dissented, it is true, but Judge Chamberlain always pleased himself with believing that his views have been generally accepted as true by the writers of later historical monographs. This cannot be said, however, of one of the latest studies of the subject, "The Anglican Episcopate and the American Colonies," by Arthur Lyon Cross.<sup>1</sup>

What is regarded by many as the ablest of Judge Chamberlain's historical writings is the chapter on "The Revolution Impending," contributed in 1888 to Vol. VI. of Winsor's "Narrative and Critical History of America." This was written at about the same time as a paper read before the American Historical Association at its Boston meeting in May, 1887, on "The Constitutional Relations of the American Colonies to the English Government at the Commencement of the American Revolution," and each study supplements the other. These papers show a sure insight into the hidden springs of political activity in the Colonies; while his familiarity with the legislative acts of the mother country, his knowledge of the principles of the common law, and his judicial cast of mind shed a flood of light upon points obscure to or misunderstood by writers who have not enjoyed the advantage of a similar legal training. He was thus able to give a more philosophical treatment of the causes and a wider interpretation of the results of the Revolution than it had previously received. He starts with the assertion that it was no unrelated event, but formed a part of the history of the British race on both continents, standing midway between the Great Rebellion and the Revolution of 1688, on the one hand, and the Reform Bill of 1832 and the Extension of the Suffrage in 1884 on the other. It was not a quarrel between two peoples, but a strife between two parties (the conservatives and the liberals) in both countries, that went on at the same time and with nearly equal step. Its purpose in Great Britain was to regain liberty, and in America to preserve it. It not only liberated the English colonies in America, but wrought

<sup>1</sup> Harvard Historical Studies, vol. ix. 1902.

with other forces in transferring the prerogatives of the crown to Parliament. The American Revolution was one of those great world movements which mark constitutional progress.

The recognition of these historical papers as of permanent value was immediate, and gave him great satisfaction. Especially agreeable to him was the appreciation of his views shown by a French historian, M. Charles Borgeaud, in his "*Établissement et Révision des Constitutions en Amérique et en Europe*," who quotes at some length from his "*Revolution Impending*," and adds, "it would be difficult to indicate more clearly the real character of the American Revolution."

In 1890 Messrs. Houghton, Mifflin, & Co. published a selection of the more important of Judge Chamberlain's writings in a volume of 476 pages, 8vo, under the editorial supervision of Mr. Lindsay Swift, of the Boston Public Library. The book had a most cordial reception from scholars and the literary journals, and immediately passed into a second edition. The title was "John Adams the Statesman of the American Revolution, with other Essays and Addresses, Historical and Literary." The contents comprised, besides the titular address, the one before the American Historical Association, and three articles selected from the Proceedings of this Society. There were also added a review of McMaster's "*History of the People of the United States*," reprinted from "*The Andover Review*," June, 1886, and one of Palfrey's "*History of New England*," taken from "*The Nation*" of July 10, 1890. Besides these there were also included various occasional addresses and a few literary articles from periodicals. The titles of these will be given here in order that the list of his published writings may be complete; they comprise "Remarks on Daniel Webster as an Orator," made at the dinner of the Alumni of Dartmouth College, June 28, 1882, and an address at a later dinner on the occasion of the Dedication of a Statue of Daniel Webster. At the dedication of Wilson Hall, Dartmouth College Library, June 25, 1885, he made the principal address on "The Scope of a College Library." To the "*Dartmouth Monthly*," October, 1886, he contributed an article on "Landscape in Life and in Poetry"; and at the dedication of the Brooks Library Building at Brattleborough, Vermont, January 25, 1887, he delivered the principal address on "The Old and the New Order in New England Life and



Letters." On December 30 of the same year he performed the same service at the dedication of the Woods Memorial Library Building, at Barre, Massachusetts; the subject of his address was "Imaginative Literature in Public Libraries." Before the Massachusetts Society for Promoting Good Citizenship he delivered an address, at Boston, on February 25, 1889, on "Josiah Quincy, the Great Mayor." To the "Century Magazine," September, 1893, he contributed an article entitled "A Glance at Daniel Webster," and he read a paper before the Bostonian Society, on December 12 of the same year, on "Political Maxims." The latest of these occasional addresses was made at a dinner of the Sons of the American Revolution at Concord, Massachusetts, April 19, 1894.

The literary quality which marks the style of these addresses and essays is uncommon. No one can read the volume through without recognizing their charm, and feeling regret that their amount is so limited. The present writer has previously remarked that, in his opinion, for sound scholarship, critical sagacity, sober judgment, and catholicity of taste the volume ranks as equal to any that our generation has produced, and he expressed the belief that it would long hold a cherished place upon the shelves of the lovers of refined literature. The literary critic of the "New York Times" goes still farther in his commendation of Judge Chamberlain's style. In "a reply to correspondents," January 7, 1899, he says: "Letters come to the editor now and then asking for his advice as to the formation of a good style, as to learning how to write, or as to what is good style. They are the most difficult questions to answer. But in answer to all such appeals we would say, read Judge Chamberlain's volume. Spend some days and nights with Addison, if you will, but keep others for the Judge."

Judge Chamberlain's interest in historical studies, so early manifested, received an equally early recognition. He was elected a member of the New Hampshire Historical Society, when he was only nineteen years old, the youngest member ever chosen. Shortly afterwards he was made a Corresponding Member of the Royal Society of Northern Antiquaries at Copenhagen, Denmark. Besides his membership in our own Society he was elected a Corresponding Member of the New York, Connecticut, and Pennsylvania Historical

Societies, and a Resident Fellow of the American Academy of Arts and Sciences, in the Class of Political Economy and History.

His professional and public duties would seem to have left him little time for other work; but after he came to the Public Library we have seen that he was frequently called upon to deliver addresses, and his stores of knowledge were always at the service of those who sought him; his help was often asked by writers whose researches had led them to the literary treasures under his keeping; this was freely and gladly rendered, and has often been gratefully acknowledged.

Judge Chamberlain was of a very social disposition, a most agreeable companion, delightful in conversation,—a truly “clubable man,” as Dr. Johnson called Boswell; and his membership in the St. Botolph and Tavern Clubs was a source of great happiness to him in his later years.

For several years his health had been precarious, and finally disease of the heart, accompanied by an acute attack of Bright's disease, developed, and he died on the 25th of June, 1900, having just completed his seventy-ninth year. His funeral took place from the little Congregational Trinitarian Church near his home, with which he had been connected more than twenty years, having been a member of the committee which erected it. The services were very largely attended by members of the city government of Chelsea, representatives of the Board of Trustees of the Boston Public Library, and members of this Society, besides many relatives and friends. His body was laid to rest in Danvers Cemetery by the side of his wife, in accordance with his own request.

Twenty years before his death he had printed in a local newspaper “The History of Winnisimmet, Rumney Marsh, and Pullen Point”; and several years subsequently the city of Chelsea appropriated a few hundred dollars to be expended by him in gathering materials and expanding his work. He continued at this task steadily for years, but it grew rapidly under his hands, and after the unexpected discovery of new material, it became apparent to him that he would not live to complete it. He accordingly made provision by his last will that the unfinished material should be placed in the possession of the Massachusetts Historical Society, and the sum of \$5,000 be paid over to it by his executors to complete and

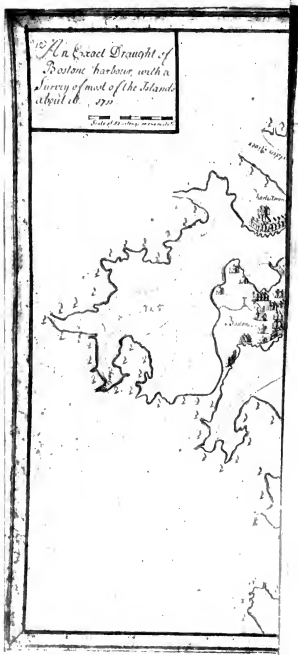
print the work, with an additional two-ninths of the residue of his estate, after the payment of certain legacies.

At first certain of the heirs-at-law threatened to oppose the probating the will, on account of their objection to some bequests contained in it, — not, however, to those given to this Society. These objections were ultimately withdrawn, and the will allowed, and at the Annual Meeting of this Society in April, 1901, the President announced the receipt from the executors of the incomplete manuscript of *The History of Chelsea*, with ten bound folio volumes of manuscripts, plans, engravings, photographs, etc., used in its preparation. Two years later, at the Annual Meeting in 1903, the Treasurer reported that some questions had arisen under the will, and the instructions of the Supreme Judicial Court had been requested; it was expected that these would soon be handed down, when it could be ascertained just what sum would be available for the purposes intended by Judge Chamberlain, but that it would be much less than had been anticipated by him. At the December meeting of the same year the Treasurer informed the Society that a part of the bequest had been paid over, and thereupon a committee, consisting of the President, the Treasurer, and the present writer, was appointed to publish *The History of Chelsea*. At the following Annual Meeting in April, 1904, the Treasurer reported that he had received from the executors the sum of \$5,520 on account of the bequest, and that a further sum of about an equal amount was expected on the final settlement of the estate.

The Committee of Publication has intrusted the preparation for the press of the manuscript and illustrative material to Miss Jenny Chamberlain Watts, a relative of Judge Chamberlain, who had proved her capacity for such work by her valuable notes contributed to "*The Diary of John Quincy Adams*," published in the Proceedings of this Society, and other literary work; and to Mr. William R. Cutter, Librarian of the Woburn Public Library, the author of the *History of Arlington*; and it is expected that the printing of the history will be begun in the immediate future.

An Exact Draught of  
Boston harbour, with a  
Survey of most of the Islands  
about it. 1722

Scale of 20 fathoms, or 1000 paces



# HISTORY OF CHELSEA

## CHAPTER I

**F**ROM 1739 to 1846, Chelsea included the present city of the same name, with the towns of Revere and Winthrop, all of which, from 1634 to January 10, 1738/9, were parts of Boston, and severally known as Winnisimmet, Rumney Marsh, and Pullen Point. In 1739<sup>1</sup> this territory, on the petition of its inhabitants, but with the strenuous opposition of Boston, was set off and incorporated as the town of Chelsea; from that date its municipal history begins. But for a hundred years these outlying communities, though parts of Boston and subject to its municipal control, had lives and interests not quite the same as those of the principal settlement, from which they were separated by more than a mile of water, the confluence of the Mystic and Charles rivers.

I shall, therefore, give some account of this region, and of its inhabitants, when first settled by Englishmen; and of the life these settlers and their descendants led, so far as I may from the scanty facts that have been preserved; and, this period passed over, give the municipal history of the town from its civil and ecclesiastical records.

It is no longer possible to trace in their original complete-

<sup>1</sup> Non-observance of the difference between old style and new, led to a mistake in the date of the City Seal. Chelsea was set off from Boston and incorporated as a town January 10, 1739. It then included the towns since known as North Chelsea and Winthrop. North Chelsea, including Winthrop, was set off and incorporated as the town of North Chelsea March 19, 1846. Winthrop was set off from North Chelsea and incorporated March 27, 1852. The name of North Chelsea was changed to Revere March 24, 1871. Chelsea was incorporated as a city March 13, 1857.

ness the features of Winnisimmet, where English planters, as early as 1625, made the first known settlement in the upper bay of Boston. The planters' names, save Samuel Maverick and John Blackstone, and all evidence of what particular fields they cultivated, and of their pursuits, have passed away. Apart from encroachments made by the sea on the easterly borders of the town, — wearing away headlands and islands and turning marshes into solid land, — man has wrought changes in both.<sup>2</sup>

An account of some later changes is still possible. There are these now living who remember, not without regret, the transformation of the bold outline of the Chelsea shore from the slope of the United States Hospital grounds easterly to the foot of Highland Street; and especially of the central elevation, near the present ferry landing, on which, until thirty years ago, stood Judge Samuel Watts' mansion.<sup>3</sup> The northerly side of the Government Hill has been reduced to form the plateau for the Marine Hospital. The valley easterly was partially filled in constructing the approach to Chelsea Bridge. Judge Watts' mansion site, cast into the sea, now forms Medford and Front streets. Winnisimmet Street, from the Ferry to Broadway Square, has been reduced eight or ten feet, — indicated by the elevation of some houses still standing on its easterly side. The construction of Marginal Street changed the outline of that shore; and the cutting down of Powderhorn Hill, now going on, disfigures the most

<sup>2</sup> In 1633 Noddle's Island was estimated at 1000 acres, and the flats about it at 1200 or more; but by survey made about 1800 it contained only 606 acres of upland and marsh, though great pains had been taken to protect the headlands. A similar change has been long going on among other islands in the harbor, and along the eastern shore. Sumner, *East Boston*, 9.

<sup>3</sup> Position shown on Pelham's Map of Boston and vicinity, 1775. A view is given on the vignette of the Tradesman's Bank bills about 1850. In "Chelsea as It Was," a series of papers by Simeon Butterfield, Esq., an old and respected citizen of Chelsea, printed in the "Chelsea Record," beginning January 14, 1882, it is stated that the house of the Williams' farm, that is the Watts mansion, stood on the spot where the hotel was afterwards built. He gives no authority for the erection of a hotel, and I have always supposed that the Watts mansion and the hotel were identical buildings. The architecture of the hotel, like that of the Hancock house, was that of the first half of the eighteenth century. [See *Suff. Deeds*, L. 351, f. 153; L. 354 f. 248; L. 410, f. 304.]

conspicuous object seen northerly from the great city. A marked change was made in the aspect of Chelsea by the construction of Island End Dam, in 1789, on its southwesterly side and of Eastern Avenue on its easterly side.<sup>4</sup> At high-tide the sea once covered these marshes and made the upland peninsula picturesque, and the intersecting creeks were used for the transportation of farm produce to ships in the harbor or to the adjacent city.<sup>5</sup>

Winnisimmet must have been very attractive to its first visitors, for, looking southward from its shore across the channel, they saw Eagle Hill, the northwesterly and the highest point on Noddle's Island, sloping from an elevation of one hundred and twenty feet to mean low tide;<sup>6</sup> and farther south the Boston Hills and Dorchester Heights, the latter untouched as when their possession by Washington's troops forced the evacuation of Boston by the British army, March 17, 1776. Southwesterly they saw across the Mystic, in Charlestown, Moulton's Point, thirty-five feet high, now razed. Chosen, in 1631, as the site of a fortification to command the river in case of invasion, it was abandoned, it is said, when the channel was found to hug the Winnisimmet shore beyond the reach of the ordnance of that day. It was on this point, in full view from the Chelsea shore, that Howe's forces made their first landing at the Battle of Bunker Hill, June 17, 1775. The first Englishmen saw other natural scenery now vaguely imagined — when the rivers, unvexed by bridges, ran seaward past shores and around islands, the beauty of which was heightened by primitive forests. No marvel, therefore, that the first settlers

<sup>4</sup> See Sumner, *East Boston*, 565, 572-575.

<sup>5</sup> The late George A. Gerrish told me that he had often sailed his pleasure boat from his father's house on Everett Avenue over the marsh at hightide to the Mystic River.

<sup>6</sup> The original height in feet above mean low tide, of some of the hills in and about Chelsea, was as follows: Fort Hill, about 80; Copp's Hill, 58; Beacon Hill, 138; Breed's Island, 165; Point Shirley, about 60; Winthrop Head, about 90; Beachmont, about 110; Beach View Hill, about 134; Sir Harry Vane Hill, or Mt. Revere, 192; Newgate Hill, or Mountain Avenue, 173; Shurtleff Hill, about 100; Maverick, or Government Hill, about 100; Mt. Bellingham, 110; Powderhorn Hill, about 230; Sagamore Hill, or Mt. Washington, about 200; Woodlawn Hill, about 160; and Belmont Hill, Everett, about 140. *Proc. Boston Nat. Hist. Soc.*, xx. 226.

in the upper bay, of all places, chose as their home Winnisimmet with its strong soil, warm southern slopes, and unequalled prospects.

William Wood, in the colony from 1629 to 1633, saw this and wrote: "The last Towne in the still Bay is *Winnisimmet*; a very sweet place for situation, and stands very commodiously, being fit to entertaine more planters than are yet seated: it is within a mile of *Charles Towne*, the River onely parting them. The chiefe Ilands which keepe out the Winde and the Sea from disturbing the Harbours, are first *Deare Iland*, which lies within a flight-shot of *Pullin-point*. This Iland is so called, because of the Deare which often swimme thither from the Maine, when they are chased by the Woolves: Some have killed sixteene Deere in a day upon this Iland. The opposite shore is called *Pullin-point*, because that is the usuall Channel. Boats used to passe thorow into the Bay; and the Tyde being very strong, they are constrayned to goe ashore, and hale their Boats by the sealing, or roades, whereupon it was called *Pullin-point*."<sup>7</sup>

Whatever abatement the first settlers about Boston Bay, after a year's trial of its stubborn soil under the scorching heats of summer and the no less severe frosts of winter, found necessary to make from the glowing account of the country by Captain John Smith,<sup>8</sup> or by Thomas Graves,<sup>9</sup> the engineer sent over to discover mines, erect fortifications, and make surveys, or by the Rev. Francis Higginson,<sup>10</sup> — aware, as he says, of the proverb that "Travellers may lie by authority," — or even from the more rational account in the letter of Thomas Dudley to the Countess of Lincoln,<sup>11</sup> the planters at Winnisimmet had special reasons for contentment. Their land fairly

<sup>7</sup> *New Englands Prospect* (Prince Soc. ed.), 44, 45. The name "Pullen Poynte" is in *Mass. Col. Rec.*, I. 78, September 18, 1630; "Winnettsemett," *ibid.*, 82, November 30, 1630; and "Runney Marshe," *ibid.*, 130, September 25, 1634, but later than Wood, 47; and "Powder Horne Hill" is in *Mass. Col. Rec.*, I. 101, November 7, 1632.

<sup>8</sup> *Description of New England in Foroe's Tracts*, ii. 6.

<sup>9</sup> *Young. Chronicles of Mass.*, 264.

<sup>10</sup> *Ibid.*, 242.

<sup>11</sup> *Ibid.*, 301-341. For the diallusionment alluded to see the remarkable letter of — Pond, from Watertown, March 15, 1631, to his father, in *England*. 2 *Proc. Mass. Hist. Soc.*, viii. 471.



repaid the labor it required. The surrounding seas and rivers tempered the severity of the climate, and furnished fish both for food and for enriching the soil. Natural marsh grasses, later of much commercial value, were substitutes until the uplands grew English grasses.

## CHAPTER II

## THE PLANTERS AT WINNISIMMET

HUTCHINSON, writing of 1626, says, "I find mention made of planters at Winisimet about the same time, who probably removed there from some of the other plantations."<sup>1</sup> But who these planters were, when or whence they came, or of their manner of life we know nothing.

In 1614 Captain John Smith explored the coast of New England, looked into Boston harbor, and named the Charles. Probably for more than a century before this, fishermen from Europe had found their way hither, repaired their vessels,

<sup>1</sup> Hist. of Mass. (ed. 1795), i. 15. J. G. Palfrey (Hist. of New Eng., i. 233) says that William Jeffrey and John Burslem probably had cottages there in 1628. When Morton, in June, 1628, was sent to England, for conduct at Mount Wollaston dangerous to the plantations, Governor Bradford says that "those that joyned in this action (and after contributed to ye charge of sending him for England) were from Pascataway, Namkeake, Winisimmet, Weesaguscussett, Natasco, and other places wher any English were seated." (Hist. of Plymouth, Charles Deane, ed., 240.) His "Letter Book" gives the contributions:

	£	s.		£	s.
Plymouth . . . . .	2	10	Natascot . . . . .	1	10
Naumkeak . . . . .	1	10	Mrs. Thomson . . . .		15
Pascataquack . . . .	2	10	Mr. Blackston . . . .		12
Mr. Jeffrey and Mr.			Edward Hilton . . . .	1	0
Burslem . . . . .	2	0			

Were Jeffrey and Burslem of Weesagusset, where Charles Francis Adams places them with the remnant of Gorges' company (Proc. Mass. Hist. Soc., xvi. 108), or of Winnisimmet? Samuel Maverick resided there as early as 1625; but he may not have joined the movement against Morton. (See A Briefe Discription of New England in 2 Proc. Mass. Hist. Soc., i. 238.) If so, who represented Winnisimmet, unless Jeffrey and Burslem? If they resided there, they left no mark. [Jeffrey and Burslem dwelt at Weesagusset; Prince Society edition of New English Canaan, 24. As the widow of David Thompson married Samuel Maverick, possibly the contribution of Winnisimmet was included under her name. See appendix to this chapter.]

and traded with the natives. But the first permanent settlement in Boston harbor was at Winnisimmet, perhaps in 1624, certainly not later than 1625, when and where was "fortified" the oldest permanent house within the Massachusetts Bay Colony.<sup>2</sup>

This was Samuel Maverick's Palisade house. The date of its fortification is given by himself. In *A Briefe Description of New England*,<sup>3</sup> about 1660, he says, "Two miles Sowth from Rumney Marsh on the North side of Mistick River is Winnisime which though but a few houses on it, yet deserves to be mencond One house yet standing there which is the Antientest house in the Massachusetts Government . a house which in the yeare 1625 I fortified with a Pillizado and flankers and gunnes both belowe and above in them which awed the Indians who at that time had a mind to Cutt off the English, They once faced it but receiveing a repulse never attempted it more although (as now they confesse) they repented it when about 2 yeares after they saw so many English come over."

But whence or with whom Maverick came, or of his parentage, we know nothing. Those of his name lived in Devonshire, about forty miles from Exeter, and of these was the Rev. John Maverick, who came over in 1630, and settled in Dorchester, where he died in 1636. It has been said, but with little reason, that he was the father of Samuel Maverick.<sup>4</sup> At

<sup>2</sup> Charles Francis Adams claims that Gorges' settlement at Weymouth, in 1623, was permanent. If so, houses older than that of Maverick's, at Winnisimmet, must have been built there; but they were doubtless log huts, which soon disappeared. *Three Episodes of Mass. Hist.*, i. 144, 342.

<sup>3</sup> Found in the British Museum by Henry F. Waters, and printed in 1884 in *2 Proc. Mass. Hist. Soc.*, i. 231; also in *New Eng. Hist. and Gen. Reg.*, January, 1885; also in a pamphlet.

<sup>4</sup> Sumner, *Hist. of East Boston*, 71; but see Savage, *Gen. Dict.*, lii. 181. Josselyn, who was entertained by Samuel Maverick in 1638, and may have learned his personal history, says of the arrival of Winthrop, in 1630, that in his party was "Mr. Maverich (the Father of Mr. Samuel Maverich, one of his Majesties Commissioners)." *3 Coll. Mass Hist. Soc.*, iii. 377. Josselyn is not reliable. The filiation is, however, in the *History of Dorchester* (p. 404), which is supposed to be based on the manuscripts of James Blake, who died in 1750. But if Samuel Maverick was the son of the Rev. John Maverick, who with his party were set ashore at Nantasket and left to shift for themselves without shelter in 1630, it is remarkable that the son was not the first to assist his father and

one time it seemed probable that Maverick, Blackstone, and Walford were of Gorges' company, which settled on Weston's deserted plantation at Weymouth;<sup>5</sup> but Maverick came a year later.<sup>6</sup>

Samuel Maverick, born about 1602, was twenty-two years old when he came to America in 1624.<sup>7</sup> Neither the family name of his wife Amias,<sup>8</sup> nor the time or place of their marriage is known.<sup>8</sup> Their children were Nathaniel, Mary, and Samuel. There was an Elias Maverick here in 1630, who became the owner of that part of Winnisimmet not included in Samuel Maverick's deed to Richard Bellingham in 1634/5; and a Moses Maverick at Marblehead, 1635, who paid rent for Noddle's Island in 1636, having charge of it during

open his hospitable house to him, as a few days later he did to Winthrop and his party; or, if he did, that Roger Clap, who came over with the father, made no mention of it in his minute account of the landing. [Roger Clap wrote over forty years after the event.] Rev. John Maverick, the non-conformist, and Samuel Maverick, the Church-of-England man, may have been father and son, and have come from Devonshire; but searches of the parish registers in that county thus far afford no evidence of it.

<sup>5</sup> [See the appendix to this chapter.]

<sup>6</sup> He may have come by way of Piscataqua. Under Sagadahock, Popham's settlement of 1607, he says: "I found Rootes and Garden hearhs and some old walles there, when I went first over which shewed it to be the place where they had been." *Briefe Description of New Eng.*, cited above, 232. He knew David Thompson of Piscataqua before the latter settled his island in Boston Bay; for in 1625, Thompson assisted him in building his house at Winnisimmet. Antipas Maverick once lived at Kittery, near Piscataqua, as did Mary Hooke, Maverick's daughter. Sumner, *East Boston*, 168. "There were very friendly relations between Vane and Samnel Maverick, an Episcopalian, a sympathizer with the Gorgesees, an owner of land at Agamenticus . . . Maverick's son married a daughter of John Wheelwright. Anthony Checkley, Maverick's friend, married another. Edward Lyde, one of the first wardens of the Episcopcal church in Boston, married a third daughter. Edward Rishworth, son of one of the principal opponents of the Colony, married a fourth." *Pub. of the Col. Soc. of Mass.*, i. 284. [See the appendix to this chapter.]

<sup>7</sup> *Briefe Description of New Eng.*, cited above, 246.

<sup>8</sup> Their eldest son was of age not later than 1650, and their marriage probably not later than 1628. See Sumner, *East Boston*, 107, 161; for a fuller account of the Maverick family, *ibid.*, pp. 161-177. Mary, daughter of Samuel Maverick, married first John Palsgrave, February 8, 1655/6; and second, Francis Hooke, September 20, 1660. Samnel, son of Samuel Maverick, married Rebecca, daughter of the Rev. John Wheelwright, in 1660, and died in Boston, March 10, 1663/4. See *N. E. Gen. Reg.*, xii. 155; xvi. 333.

Samuel Maverick's absence in Virginia;<sup>9</sup> and, as already said, an Antipas Maverick at Kittery, Maine, where lived Mary Hooke, Samuel Maverick's daughter.<sup>10</sup> Elias, Moses, and Antipas may have been brothers or relatives of Samuel Maverick.

Among the earliest grants by the Great Council for New England was that to Robert Gorges, youngest son of Sir Ferdinando, December 30, 1622, described as "all that Part of the Main Land in *New-England* . . . situate, lying and being upon the North-East side of the Bay, called or knowne by the Name of *Massachuset*, . . . together with all the Shoars and Coasts along the Sea, for ten *English* Miles, in a streight Line towards the North-East, accounting one thousand, seven hundred and sixty yards to the Mile, and thirty *English* Miles (after the same rate) unto the Main Land through all the Breadth aforesaid, together with all the Islets and Islands, lying within three Miles of any Part of the said Lands. . . ."<sup>11</sup> These bounds, from the Charles on the south ten miles north towards Salem and thirty miles into the country, included Charlestown (and the modern towns set off from her), Chelsea, Revere, Winthrop, and East Boston, hut not necessarily Boston.

A government was formed for this territory, and in 1623 Robert Gorges came over as lieutenant-general and governor, with a suite of officers, to set up his court. But Winnisimmet, the most eligible place within his grant, was not its chosen seat. On the other side of the bay, at Wessagusset, now Weymouth, Thomas Weston's deserted plantation, outside the limits of his grant, Gorges made his settlement, September, 1623. It did not prosper, and the next year Gorges, disappointed and in failing health, returned to England with a part of his company, leaving his affairs with an agent.

It has been said that some of those whom Gorges left

<sup>9</sup> Sumner, East Boston, 80. [See also *infra*, chap. iii., Appendix I.]

<sup>10</sup> *Ibid.*, 108.

<sup>11</sup> Ebenezer Hazard, Hist. Coll., i. 153. The southerly bound of Robert Gorges' patent presents this difficulty that it does not include Weymouth, the seat of his plantation, nor, necessarily, Boston, which Thomas C. Amory assumes to have been within his patent, and by him conveyed to William Blaxton. Collections of the Bostonian Society, i. 6, 12.

at Wessagusset made settlements in the bay, as Blackstone's at Boston, Walford's at Charlestown, and Samuel Maverick's at Winnisimmet. Frothingham<sup>12</sup> thinks it not improbable that the planters at Winnisimmet, of whom Hutchinson speaks, were of the Gorges' colony; and Lewis<sup>13</sup> writes that Gorges, who "came over in 1623, took possession of his lands, and probably commenced a settlement at Winnisimmet, which was also included in his grant." Thornton also says that "Gorges had attempted to establish a colony within the bounds of his patent, which he had taken possession of in person, but was not successful."<sup>14</sup> These statements, though not improbable, rest on no disclosed authority.

Robert Gorges' lands, it is said, descended to his brother John, who, in January, 1628/9, conveyed to Sir William Brereton "all the land in breadth lying from the east side of Charles river to the easterly part of the cape called Nahant, and all the lands lying in length twenty miles [Gorges' grant ran ten miles to the northeast and thirty miles inland] northeast into the main land, from the mouth of the said Charles river, lying also in length twenty miles into the main land from the said Cape Nahant. Also two islands lying next unto the shore between Nahant and Charlos river, the bigger called 'Brereton,' and the lesser 'Susanna' " <sup>15</sup> — later known as Noddle's Island and Hog Island. John Gorges, probably in 1628, leased a portion of this territory to John Oldham (murdered by the Connecticut Pequots in 1636) and John Dorrell. But the title of John Gorges was disregarded in the Massachusetts Bay Charter from the King of March 4, 1628/9.<sup>16</sup>

<sup>12</sup> Hist. of Charlestown, 9.

<sup>13</sup> Hist. of Lynn, 43.

<sup>14</sup> Landing at Cape Ann, 64. [See *infra*, the appendix to this chapter.]

<sup>15</sup> Lewis, Lynn, 43, 44.

<sup>16</sup> Gorges' heirs and Sir William Brereton urged its recognition, but the Company pronounced it invalid February 10, 1629/30 (Mass. Col. Rec., i. 68). A document cited in Lewis' Lynn gives Gorges' title, the conveyance to Sir William Brereton, and its succession in his line. His grant and the Oldham lease conflict. Young, *Chronicles of Mass.*, 169; Sumner, *East Boston*, 47 *et seq.*; Mass. Col. Rec., i. 389. Sir William is said to have sent over several families, who, with their servants, improved his purchase; but all evidence of this has disappeared. [The facts of the case seem as follows: Captain Robert Gorges, also David

Both the deed and lease of John Gorges included old Chelsea, and the Company recognized some equitable interest, if not a legal title, in the settlers near Gorges' tract. There is no known deed of Winnisimmet to Samuel Maverick and John Blackleach,<sup>17</sup> yet their possession of it was not disturbed and their deed to Richard Bellingham in 1635 was recognized as valid by Boston in 1640.<sup>18</sup>

Thompson, died before 1628. The Council of New England, regarding the grant to Captain Gorges as having lapsed, conveyed the territory to Sir Henry Roswell and his associates, March 19, 1627/8. But John Gorges, elder brother of Captain Robert Gorges, came forward as his heir, claimed the land, and deeded part of it in January, 1628/9, to Sir William Brereton, who was prepared to send over families to take possession. The Massachusetts Bay Company secured in the following March a Charter from the King, confirming their grant of March 19, 1627/8, and were then in a position to refuse to recognize this grant to Brereton, and did so February 10, 1629/30.]

<sup>17</sup> John Blackleach, owner with Samuel Maverick of Winnisimmet, joined in the deed of it to Richard Bellingham in 1635; but it does not appear that he lived there. He was a merchant at Salem in 1634, free-man May 6, 1635, and, with his wife Elizabeth, was admitted to the church there. In 1636 he was a deputy to the General Court; in 1637, Salem gave him three hundred acres, and in 1638/9, as he had "not sufficient ground to maintaine a plough, the towne for the furthering of his endeavours in plowing, and for his incouragement therein," made an additional grant. March 12, 1637/8, "There is dewe from Mr Blackleach to the country, for wine bought & sould by him, four pounds, three shillings & 4d." (Mass. Col. Rec., i. 224.) May 29, 1644, "Mr Blackleach his petition about the Mores was consented to, to be committed to the elds to enforme us of the mind of God herein, & then further to consider it." (*Ibid.*, ii. 67.) The "Mores" were doubtless Moors; and what the General Court wished to learn the "mind of God" about was the African slave trade. [In 1649 he is described as of Boston, and his wife Elizabeth is stated to be "the daughter of Mr Robert Bacon mariner deceased, who sometime lived in Wapping & afterward near Cree Church in London." (Boston Rec. Com. Rep., xxxii. 223).] The record of Connecticut, in 1669, mentions his efforts to convert the Indians. He died at Wethersfield, August 23, 1683. For his will and other facts, see N. E. Gen. Reg., April, 1882, 190; and for letters from him, 4 Mass. Hist. Coll. vii. *Index*.

<sup>18</sup> [See appendix to this chapter. Even if Maverick could claim no title to the land from Gorges, he was entitled to consideration as an "Old Planter." When Endicott came to Salem, September 6, 1628, he found there, as elsewhere on the coast, Englishmen in possession of lands which they claimed by occupation. April 17, 1629, the Company in England instructed him to permit them to "enjoy not only those lands which formerly they have manured, but such a further proportion as by the advice and judgment of yourself, and the rest of the Council, shall be thought fit for them, or any of them." And in directing him to send

colonists to take possession of Massachusetts Bay, the Company added this "caution . . . that for such of our countrymen as you find there planted, so as they be willing to live under our government, you endeavour to give them all fitting and due accommodation as to any of ourselves; yea if you see cause for it, though it be with more than ordinary privileges in point of trade." Young, *Chronicles of Mass.*, 145, 150. See *ibid.*, 74-76 for the regulations of the Company as to the allotment of lands to its own people; also *Mass. Col. Rec.*, i. 363, 399, 405.]



## APPENDIX

[ALL that is known of Samuel Maverick leads to the inference that he had some connection with the Gorges settlement. A young man of about twenty-two, of ability and education, given the title of "Mr." in the early records and grants, and possessed in 1630, at least, of some property, Samuel Maverick seems to have belonged to the Gorges group. About the time Rev. Mr. Morell returned to England, and Blackstone removed to Boston, he fortified a house at "Winnisime," which lay within the limits of the grant to Captain Robert Gorges, and, according to Johnson's *Wonder Working Providence*,<sup>1</sup> he was assisted in so doing by David Thompson, who had been chosen by the Council for New England as their agent or attorney to take possession of the land in the name of the Council and deliver possession to Captain Robert Gorges.<sup>2</sup> Possibly Captain Gorges, who came over in September, 1623, and spent the first winter at Weston's deserted plantation, outside his grant, finding there some huts already standing, on his return to England, in 1624, left directions with David Thompson, as his agent, to confirm the possession of the land by effecting a settlement within his grant, and that Winnisimmet was chosen for the purpose as good farming land with a southern aspect; it was also easily defensible, being surrounded by river, sea, and marshes, and possessing a valuable spring of fresh water not far from the shore on the southern slope of the hill. Also it "overlooked the anchorage ground of the inner harbor," and the outlet of the Mystic River,—as Blackstone's house did the outlet of the Charles,—and thus might prove a coign of vantage from which to control the trade of the bay.

That David Thompson dwelt with his family on Thompson's Island cannot be positively asserted. According to the Court record, the son claimed, in 1648, that his father, in 1626, "did

<sup>1</sup> Edition of W. F. Poole, 37.

<sup>2</sup> E. Hazard, *Hist. Coll.* (ed. of 1792), i. 154; Gorges' Description (Prince Soc. ed.), chap. xxiii.

erect the forme of a habita<sup>t</sup> there; if so, it was unsubstantial and, apparently, had disappeared before the coming of Winthrop in 1630. It was forgotten by William Blackstone in 1650, though he remembered the island well, mentioning that it alone of the islands in the bay possessed a natural harbor, and that the settlers about the bay kept their hogs there,—doubtless during the planting season. Thompson possessed, according to Maverick, “a Strong and Large House” enclosed “with a large and high Palizado and mounted Gunns” at the mouth of the Piscataqua.<sup>2</sup> A statement made by Hubbard is of interest in this connection, for Samuel Maverick, who married Thompson’s widow, did obtain in Noddle’s Island (East Boston) and the Chelsea peninsula<sup>3</sup> land which tallies with that which Hubbard mentions, and assuming that Thompson, accompanied by Maverick, came to the Bay under the directions of Captain Robert Gorges or the Council for New England, the statement is in accord with all existing knowledge of the matter and would tend to place Thompson with Maverick at Winnisimmet. As Hubbard (H.C. 1642) had sources of information not open to investigators of the present day, his statements are worthy of careful consideration though he was not a “critical historian” of the modern type. He wrote that David Thompson removed to Massachusetts Bay a year (?) after his settlement at Piscataqua. “There he possessed himself of a fruitful island, and a very desirable neck of land, since confirmed to him or his heirs by the Court of the Massachusetts, upon the surrender of all his other interest in New England, to which yet he could pretend no other title, than a promise, or a gift to be conferred on him, in a letter by Sir Ferdinando Gorges, or some other member of the Council of Plymouth.”<sup>4</sup> Probably if Captain Robert Gorges or the Council for New England wished to induce David Thompson to leave his house at Piscataqua and six thousand acres of land with the “power of Government” therein, it would have been necessary to offer some greater inducements than Thompson’s Island. As a trading station it was doubtless valuable, but as a place of residence during the many months of a New England winter, unattractive. The discovery recently made that Samuel Maverick married Thompson’s widow and hence, on the arrival of the Massachusetts Bay colonists in 1630, controlled his claims, affords a clue to the explanation of what

<sup>2</sup> 2 Proc. Mass. Hist. Soc., I, 234.

<sup>3</sup> See Wood’s Map of Massachusetts, 1633, for the peninsula form of Winnisimmet, in Young, *Chronicles of Mass.*, 389.

<sup>4</sup> Hubbard, *Hist. of New Eng.*, 105.

has previously seemed mysterious, — his extraordinarily large possessions and influential position. Noddle's Island alone contained twenty times as many acres as were allotted to Blackstone. Thomas Walford, at Charlestown, does not seem to have been treated with consideration.

In connection with Hubbard's statement, with its suggestion as to the liberality of Massachusetts, it is of interest to note that Noddle's Island was granted to Maverick at the time when Sir Christopher Gardiner was intriguing against the Massachusetts Bay Company in England. Sir Christopher appeared in Bristol August 15, 1632, and immediately began to make trouble for the colonists, as appears in letters from Thomas Wiggin to "Master Downinge" and Sir John Cooke, dated August 31 and November 19.\* Sir Ferdinando Gorges and Captain Mason took the opportunity presented by these complaints, and those of Thomas Morton and Philip Ratcliffe, to petition the King against the Massachusetts Bay Government. The matter was considered by the Privy Council January 19, 1632/3, when the authority of the Government at Boston was confirmed. The result of the case before the Council was known in Massachusetts in May, 1633. In the meantime the Governor and Assistants, who met April 3, had granted to Maverick Noddle's Island, and to Blackstone fifty acres of land in Boston; and in July "the governour and assistants sent an answer to the petition of Sir Christopher Gardiner, and withal a certificate from the old planters concerning the carriage of affairs, etc." The following year, in April, 1634, when grants of land were made by the General Court to the leading men of the colony, John Oldham received five hundred acres. The grant to Maverick in April, 1633, was a perpetual lease at a nominal rent. The General Court, at the July session of 1631, had given the Governor and Assistants power to lease the islands in the bay; hence, apparently, the form of the grant.<sup>7</sup>

Almost the whole of modern Chelsea, about one thousand acres, traces its title back to three men, — Samuel Maverick, Elias Maverick, and John Blackleach. There was a difference of but two years in the ages of Samuel and Elias Maverick, and Elias was in Massachusetts as early as the summer of 1630, the time of

\* 3 Coll. Mass. Hist. Soc., viii. 320-324.

<sup>7</sup> Bradford, *Hist. of Plymouth Plantation*, ed. of Charles Deane, pp. 296-298; Savage, *Winthrop*, i. 100, 102, 103, 106. In the latter part of February, 1632/3, in Winthrop's diary, is a record which seems to show that he heard then of the failure of an attack upon Massachusetts by Gardiner; but see the entry in May. (See Hutchinson, *Hist. of Mass.*, ed. 1795, i. 37.)

the coming of Winthrop, and the keeping of written records. Yet he owned at Winnisimmet only one hundred acres. William Blackstone, a bachelor, received but fifty. According to the general regulations of the Company, a settler could claim fifty acres for each member of his household.\* The most probable explanation for the exceptionally large holdings of Samuel Maverick in Chelsea and East Boston is that through his marriage with Mrs. Thompson there became united under his control the claims of a settlement which followed in the wake of Captain Robert Gorges' visit to New England. Winnisimmet was evidently prosperous before it was sold by Samuel Maverick and John Black-leach in February, 1634/5. The vote of May, 1634, directing Winnisimmet to join itself either to Charlestown or to Boston mentions "howses" there. The first ferry across the harbor was kept by a resident there, — Thomas Williams *alias* Harris, who was recognized by the General Court as ferryman at the May session of 1631. The tax assessed on Winnisimmet in July, 1631, two years after the settlement of Charlestown and one year after the coming of Winthrop, was one-sixth that paid by Charlestown; in February, 1631/2, over one-seventh that of Charlestown and Medford combined; in October, 1633, two-thirds that of Medford and one-sixth that of Charlestown, Boston, or Roxbury. The first two levies were to meet the expenses incurred in fortifying Newtown; the last, the general expenses of the colony. Further evidence on this point is given by the "Winthrop Map," about 1633.<sup>8</sup> There Winnisimmet, Wesagusus (Weymouth), and Agawam (Ipswich) are represented by three houses; Salem, Saugus, Charlestown, New town (Cambridge), Dorchester by four houses; Watertown by five houses; Boston by a fort, a windmill, and five houses; Roxbury by eight houses. Single houses are also represented, — Ten Hills, Mr. Cradock's at Medford, and Mr. Humphrey's at Saugus. No house is pictured on Noddle's Island, which is there represented as a well wooded isle, — a reminder of the fact that during Maverick's ownership the inhabitants of Boston were permitted to cut wood there.

The grant of Agamenticus, in December, 1631, seems further evidence of a connection between Gorges and Maverick. At the instigation of Lieutenant-Colonel Walter Norton, and with the assistance of Sir Ferdinando Gorges, a grant of land was made

\* Records of the Company, under date of May 21, 1629. Mass. Col. Rec., I. 364, 399, 405.

<sup>8</sup> Justin Winsor, *Nar. and Crit. Hist. of Amer.*, III. 380.

December 2, 1631, to "Ferdinando Gorges, sonn and heire of John Gorges of London" (elder brother and heir to the lands and claims of Captain Robert Gorges); to several men by the name of Norton in England; to Robert Rainsford, the younger, of London; and to eight men of New England, among whom was Samuel Maverick Esq.<sup>10</sup> W<sup>m</sup> Jeffries gent and John Busley gent, both almost beyond a doubt members of Robert Gorges' Company, were among the eight New Englanders. Lieutenant-Colonel Walter Norton is found, as Mr. Walter Norton, among "Those who wish to be freemen," in October, 1630, and was admitted, the following May, as Captain Walter Norton; he settled at Agamenticus before 1634.<sup>11</sup> Ralph Glover Mercht, dwelling here in 1630, the owner of a shallop, and found with it in the company of Elias Maverick, also applied for admission in October, 1630, but died before July, 1633, without having taken the freeman's oath.<sup>12</sup> The other grantees in New England were Thomas Graves, engineer, Tho. Coppyn Esq and Joell Woolsey gent. Of the latter two nothing is known; their names were omitted at the confirmation of the grant, March 2, 1631/2. It is not improbable that a number of the old planters, in the main a remnant of the Gorges settlement, united to secure this grant, and that it was made in 1631 by the Council for New England to the heir of Captain Robert Gorges, and to them as a compensation for the injury to his and their interests caused by the grant to the Massachusetts Bay Company. John Gorges, it is known, had laid claim to the territory. He had ignored the grant to Sir Henry Rosewell and his associates of March 19, 1627/8, and signed a deed to Sir William Brereton in January, 1628/9, a deed declared by the Massachusetts Bay Company invalid, February 10, 1629/30. Although Maverick's name is in the list of those who wished to be freemen in October, 1630, he did not take the oath until October, 1632, after the grant of Agamenticus. Note also the visit of the bark Warwick, presumably the bark of that name fitted out by Gorges, to Winnisimmet, March 19 to April 9, 1632.<sup>13</sup>

In this connection, considering the question of a possible relationship between Samuel Maverick and Rev. John Maverick, it may be worthy of note that the latter with his followers chose for their settlement Dorchester, which lay incontestably beyond the

<sup>10</sup> Proc. Amer. Antiq. Soc., April, 1867, 101.

<sup>11</sup> Belknap, Hist. of N. H., Appendix vii.; Gorges' Description, chap. xxv.

<sup>12</sup> Mass. Col. Rec., i. 78, 82, 106.

<sup>13</sup> Savage, Winthrop, i. 71, 72; also 7, 39.

limits of the grant to Captain Robert Gorges. If the southern bound of his patent was a line due west from the end of Pullen Point, the Boston peninsula lay north of this, Dorchester did not. When Sir Ferdinando Gorges was intriguing against the Colony in England in 1634, the Dorchester people and the congregation of Rev. Thomas Hooker, which settled first at Mount Wollaston but was ordered by the General Court to remove to New town, began to agitate a removal to Connecticut. The Endicott and Winthrop colonists were anxious to establish settlements within the grant to Captain Gorges, in order to hold the territory against him.

Possibly, Maverick came to America with Captain Christopher Levett, who arrived at David Thompson's house at Piscataqua in the winter or early spring of 1623/4. Captain Levett found there Captain Robert Gorges, — who had arrived twenty days before in a little ship of Weston's that he had seized at Plymouth, — and learned that he had been appointed a member of Captain Gorges' Council. Levett staid at David Thompson's a month, complaining that the snow interfered with his surveys, and then, in two open boats, coasted with his men along the Maine shore in snow and fog as far as Sagadahock, seeking a place to establish a settlement. If Maverick was of this party, it would explain his entry under the heading 'Sagadahock' quoted above.<sup>14</sup> Levett, it is to be observed, bestowed especial praise upon Agamenticus, of which place Maverick was one of the grantees. Captain Levett left some of his men in New England, intending to return, but was unable to do so. Compare with Maverick's *Briefe Description*, Captain Levett's *A Voyage into New England*.<sup>15</sup>

J. P. Baxter, in his volume on Christopher Levett, printed by the Gorges Society,<sup>16</sup> states, on the authority of Frank W. Hackett, that Maverick married the widow of David Thompson, and that her father was William Cole of Plymouth, England. The following facts confirm this statement. Among the notarial records of William Aspinwall are copies of an indenture, dated April 1, 1615, between "W<sup>m</sup> Cole of Plymouth in the County of Devon Shipwright" and "David Thompson of Plymouth aforesaid Apothecary & Ems his now wife" and "daughter of the said W<sup>m</sup>"; also of a receipt, dated January 3, 1625/6, for money paid

<sup>14</sup> *Supra*, note 6 to chap. ii.

<sup>15</sup> Coll. Maine Hist. Soc., ii. 74. For the date of Maverick's arrival in New England see 2 Proc. Mass. Hist. Soc., i. 246; 4 Coll. Mass. Hist. Soc., vii. 318.

<sup>16</sup> Page 90, note 42.

Cole by his "daughter Amies Thomson," for which he was to account to her husband, David Thomson. These papers were brought to Aspinwall, May 26, 1648, "by the said Amies or Emes."<sup>17</sup> Mrs. Amias Maverick, in her letter of November 20, 1635, speaks of her "ffatherles children." This letter is addressed to Mr. Robert Trelawny, merchant, at Plymouth, England, where the father of the writer seems to have been then living.<sup>18</sup> December 25, 1643, John Thompson, who regained Thompson's Island as son and heir of David Thompson, assigned a bill to "my ffather m<sup>r</sup> Samuell Maverick."<sup>19</sup>]

<sup>17</sup> Boston Rec. Com. Rep., xxxii. 128-130.

<sup>18</sup> Maine Hist. Soc., Doc. Hist. of Maine, iii. 76-78.

<sup>19</sup> Boston Rec. Com. Rep., xxxii. 70; see also 30, 320, 327.

## CHAPTER III

## SAMUEL MAVERICK'S PALISADE HOUSE

OF Samuel Maverick at Winnisimmet between 1625 and the coming of the Puritans to Salem in 1628 we know little; nothing of Blackstone at Boston, or of Thompson in connection with the island of his name in the bay. They were young men; Thompson was probably married in England. They were Episcopalians, neighbors, and, with Thomas Walford at Charlestown, apparently sole possessors of the lands in the upper bay.<sup>1</sup> At Winnisimmet, in 1625, Samuel Maverick "fortified" his Palisade House — "The Antientest house in the Massachusetts Government."<sup>2</sup> In this house he entertained Governor Winthrop and his party of exploration when they came up from Salem into Boston Bay, June 17, 1630;<sup>3</sup> and here, August 16, 1631, some of Maverick's friends, — among whom was Edward Gibbons (his neighbor up the Charles, in what is now Somerville) afterwards a noted man, — fell under the displeasure of the Court of Assistants and were fined "for abusing themselves disorderly with drinkeing to much stronge drinke aboard the Frendshipp, & att M<sup>r</sup> Maſſaeke his howse at Winettsem<sup>t</sup>." <sup>4</sup> It was while Maverick was living in this house, as Winthrop records, December 5, 1633, that "John Sagamore died of the small pox, and almost all his people; (above thirty buried by Mr. Maverick of Winesemett in one day.) . . . Among others,

<sup>1</sup> Maverick says that between 1626 and 1633 "wee could not make in all three Hundred men in the whole Countrey, those scattered a hundred and fiftie Miles assunder" and "all the Houses there, except three or fower at New Plymouth, and those which I had could not be valued worth 200lb." *A Briefe Discription of New England*, 2 *Proc. Mass. Hist. Soc.*, i. 247.

<sup>2</sup> *Ibid.*, 236.

<sup>3</sup> "We lay at Mr. Maverick's." Savage, Winthrop, i. 27.

<sup>4</sup> *Mass. Col. Rec.*, i. 90; Discharged, *ibid.*, 243.



Mr. Maverick of Winesemett is worthy of a perpetual remembrance. Himself, his wife, and servants, went daily to them, ministered to their necessities, and buried their dead, and took home many of their children."<sup>6</sup>

The precise site of Samuel Maverick's Palisade House is not now determinable. Wood's Map of 1633 places Winnisimmet at the confluence of Mystic and Island End rivers, on the estate not included in the Maverick-Blackleach deed to Richard Bellingham of February 27, 1634/5. Remains of an ancient ferry-way, recently existing near the United States pier on the old Samuel Maverick estate, indicate that the Winnisimmet Ferry of 1631, granted to him in 1634, had its northern landing westerly of Chelsea Bridge, not far from the supposed site of his house. Nothing now marks more precisely its site unless, possibly, some old elms.<sup>6</sup>

Here Samuel Maverick lived from 1625 until the erection of a house at Noddle's Island. On this island, which the Court granted him on certain conditions, April 1, 1633, his wife is found, November 20, 1635, during her husband's absence in Virginia. From this time his history belongs to East Boston.<sup>7</sup>

The life and character of the first permanent settler of Winnisimmet, and one of the earliest in Massachusetts Bay, are of interest and, after 1634, fairly well known. But his pursuits, as those of Blackstone, Walford, and Thompson, while sole occupants of the upper bay, are mainly conjectural. From known facts, however, we may infer that Maverick traded for furs with the Indians and also with sporadic settlers and fishermen along the coast; he seems to have chosen his residence with reference to such trade, for which it was especially favorable. He was surrounded by Indians, and once incurred their hostility, but finally gained their friendship. At the mouth of the Mystic, and not far from that of the Charles, — rivers rising in the most populous seats of the Indians, — he was near the point which they passed in going

<sup>6</sup> Savage, Winthrop, i. 119, 120. [See appendix to this chapter, No. 1.]

<sup>7</sup> [See Appendix 2.]

<sup>8</sup> Now the subject of special study by Frank W. Hackett, Esq., of Washington, D. C., the results of which are expected in a volume of the Prince Society.

to Revere Beach, where lately existing shell heaps indicated their presence in great numbers.<sup>8</sup> In 1630 he owned a pin-nace which, with Winthrop and Dudley, he sent to Narragansett for corn.<sup>9</sup> Though living in New England, Maverick retained his English connection, — for about 1630 he, "S<sup>r</sup> Ferdinando Gorges, M<sup>r</sup> Godfrey, Alderman foote of Bristol" and others were grantees of York in Maine, and of lands adjacent, on which "at great Cost and Charges wee settled many ffamilies."<sup>10</sup>

Maverick's conduct and writings evince a strong and disciplined mind. He rendered essential services to Winthrop's company when sorely needed; and his hospitality, courteous bearing, and humane acts were remembered years later, even when ecclesiastical animosities had arrayed the colonists into hostile parties, in one of which he was conspicuous. Though, as he said of himself, as well as of some others, he was in "no way dissonant from ye best Reformation in England, and desiring alsoe to have a body of Lawes to be Established and published to prevent Arbitrary Tiranny," yet they were deprived of English immunities, subjected to oppressive fines, imprisonment, and indignities, which excuse any resentment afterwards shown towards the government which inflicted them.<sup>11</sup> He died between October 15, 1669, and May 15, 1676.

<sup>8</sup> The General Court, October 16, 1629, gave to the joint stock of the company the exclusive trade in furs for seven years, — a trade denied to their own planters. Mass. Col. Rec., i. 55, 389. It is doubtful if this rule was enforced. [See *ibid.*, i. 389, 390, 399.]

<sup>9</sup> [Transferred to Appendix 3.]

<sup>10</sup> A Briefe Discription of New England, quoted above, 233. [See *supra*, appendix to chap. ii. The land at Agamenticus was granted December 2, 1631, to thirteen men, of whom Maverick was one; but Mr. Godfrey and Alderman Foote were not. Edward Godfrey is said to have been the first settler (about 1630); and March 22, 1637, the grant of December, 1631, was "renewed againe unto Edward Godfrey and others therein named." (Proc. Amer. Antiq. Soc., April, 1867, 101, 105, 130; Coll. Maine Hist. Soc., ix. 344.) The Ferdinando Gorges in the grant of December, 1631, was "Ferdinando Gorges, sonn and heire of John Gorges of London, Esqr." His grandfather, Sir Ferdinando, died in 1647, and his father, John Gorges, in 1657; the grandson was spoken of as "Sir Ferdynando Gorges" in January, 1663/4, by John Mason in a letter to John Winthrop, Jr. (4 Coll. Mass. Hist. Soc., vii. 424; N. E. Gen. Reg., xxix. 46.)]

<sup>11</sup> Maverick's A Briefe Discription of New England, 240. [See Savage, Winthrop, ii. 262, 278-295, 301. This was in 1646. See also C. F. Adams, Three Episodes in Mass. Hist.]

The later history of Samuel Maverick's estate at Winnisimmet not included in the Maverick-Blackleach deed to Bellingham, and now belonging to the United States, is as follows: "Upward of twenty yeares" before 1662, Samuel Maverick sold twenty acres to William Stitson by deed only known as recited in the latter's conveyance of the same to Elias Maverick in 1662.<sup>12</sup> There is no known conveyance of the remaining hundred acres, but as they were occupied by Elias Maverick, and disposed of by his will, his title is unquestionable.<sup>13</sup>

William Stitson,<sup>14</sup> from 1632,<sup>15</sup> lived in Charlestown, where he was of the church, March 22, 1633, and deacon from October, 1659, until his death, — thirty-one years and five months, as is inscribed on his gravestone. He was a freeman June 11, 1633, of the Artillery Company 1648, and representative 1667-1671.<sup>16</sup> His wife Elizabeth, widow of Thomas Harris, died February 16, 1670, aged ninety-three; and he

<sup>12</sup> William Stilson of Charlestown to Elias Maverick: "All yt parcell of land at winesimit, web upward of twenty yeares I have quietly possessed by graunt and purchase from Mr Samuell Maverick; all which land is twenty acres, or thereabouts be it more or lesse being bounded on the East by a fience of Railes betwixt it and the farme of the worshipfull mr Richard Beligham esquire: and on ye west joynning to the land of ye aforesd Elias Maverick on ye North by a Creeke running towards powder horne hill and on ye South by the salt water." 8th of ye 2d month, 1662. Wife Elizabeth releases dower. (Suff. Deeds, L. 4, f. 40.) (No precise date can be inferred for the purchase by Stilson. He owned it in November, 1640. See the boundaries of the Bellingham estate in Boston Rec. Com. Rep., ii, 57. See Mass. Col. Rec., iii, 422, 423; iv. Pt. i, 288.]

<sup>13</sup> [See Appendix 4 to this chapter.]

<sup>14</sup> Variouslly spelt Steedson, Stidson, Stilson, Stetson, Studson, Stutson, Steedsonne, Stitson; the last by himself in his signature to a deed in my possession.

<sup>15</sup> [This is from Wyman; Frothingham places him under the year 1637. Until Malden was settled, the church nearest to Winnisimmet was in Charlestown, and Elias Maverick, as well as Stitson, attended church there. The deposition of William Stitson taken June 15, 1680, shows that he married the widow of Thomas Williams *alias* Harris between May, 1631, and September, 1634; and lived at Winnisimmet. Possibly he was in Charlestown before his marriage. (See *infra*, chap. xxiii.; also xxii. note 4.) Wyman gives his possessions in Charlestown under the year 1638. In 1642 he was chosen selectman; he served Charlestown twenty years in that capacity.]

<sup>16</sup> According to Frothingham (p. 87), he was representative for six years, — first in 1646, and for the last time in 1671. [He was elected Clerk of the Market in 1646, and a representative for the first time in 1667. Mass. Col. Rec., iv.]

married the widow of Captain Francis Norton August, 1670. His will is dated April 12, 1688, and he died April 11, 1691, in his ninety-first year. Though chiefly resident of Charlestown, I have given some particulars of his life, because he probably lived at one time at Winnisimmet, on the Samuel Maverick estate, a part of which he certainly owned. In 1631 Thomas Harris kept the ferry between Winnisimmet, Charlestown, and Boston. As has been said, Stitson married his widow, and continued the ferry. He had acquired an interest in it before 1635, when he sold it to Richard Bellingham, owner of the reversion.<sup>17</sup> His allotment at Pullen Point was January 8, 1637/8,<sup>18</sup> on what grounds, unless he was then a citizen of Boston, it is difficult to conceive. Besides, in Oliver's adjoining allotment, he is called "William Stidson of Wyne-semitt."<sup>19</sup> Nor is his name found among the inhabitants of Charlestown, January, 1634/5.<sup>20</sup> He may have been then living at Winnisimmet, though November 30, 1640, he was styled as of Charlestown.<sup>21</sup>

Elias Maverick, born about 1604, died September 8, 1684, aged eighty. Probably he was a brother of Samuel Maverick, and possibly came over with him in 1624. Found at Winnisimmet in 1630,<sup>22</sup> he was admitted to the Charlestown church February 9, 1632/3,<sup>23</sup> and took the Freeman's oath the following June. In 1635 or earlier, it would seem, he married Anne Harris, daughter of Thomas and Elizabeth. She joined the same church October, 1639, and died at Reading September 7, 1697, aged eighty-four. Her gravestone is at Reading.<sup>24</sup> He was of the Artillery Company, 1654.<sup>25</sup> He was buried at Charlestown, where his gravestone was

<sup>17</sup> *Infra*, chap. xxii.

<sup>18</sup> [The allotment was recorded on that date; it may have been made two years earlier. See chap. vi. Appendix I.]

<sup>19</sup> *Infra*, chap. vi.

<sup>20</sup> Frothingham, 84, note.

<sup>21</sup> *Infra*, chap. vii.

<sup>22</sup> Mass. Col. Rec., i. 78.

<sup>23</sup> Wyman.

<sup>24</sup> *Ibid.*

<sup>25</sup> [The General Court, at its May session in 1664, confirmed Elias Maverick as ensign of the North Company of the militia in Boston; in 1671 it granted his request for a dismissal from the place of ensign. Mass. Col. Rec., iv. Pt. ii. 105, 505.]

lately, but not now, to be seen. Wyman gives him no estate in Charlestown, nor does it appear that he ever lived there. For the most of his adult life he lived where he died, on the westerly part of the Maverick estate (now belonging to the United States). Winnisimmet Ferry, starting from his grounds, touched at Charlestown, where he found his most convenient church relations.<sup>26</sup> That he was a legal resident of Boston January 8, 1637/8, is clear from his allotment at Pullen Point.<sup>27</sup> He owned twenty acres at Hog Island. At his death, in 1684, he owned that part of Winnisimmet not included in the Maverick-Blackleach deed of 1635 to Richard Bellingham. By the deed from Stitson to him, April 8, 1662, it appears that he then owned the westerly part of this estate. But there is no recorded conveyance from Samuel to Elias Maverick; and the conjecture is that at some time before 1642 title was by deed unrecorded.<sup>28</sup>

The children of Elias Maverick, presumably born at Winnisimmet, were, according to Wyman,<sup>29</sup> (1) John, born 3, baptised 27 (12 mo.) 1635/6. (2) Abigail, Aug. 10 (14) 1637; m. Matthew Clark. (3) Elizabeth, 2 (4) 1639; m. John Johnson. (4) Sarah, 20 (12) 1640/1; m. [Samuel]<sup>30</sup> Walton. (5) Elias, 17 (1) 1643/4. (6) Peter, of Boston. (7) Mary, m. Aaron Way, junr of Winnisimmet.<sup>31</sup> (8) Ruth, m. Francis Smith, son of Lieut. John Smith of Winnisimmet,<sup>32</sup> 1679. (9) Paul, b. June 10, 1657. (10) Rebecca, Jan. 1, 1659/60; m. [George] Thomas.

<sup>26</sup> [See 3 Coll. Mass. Hist. Soc., i. 257-264. In 1678 Elias Maverick was active in securing the election of Daniel Russell to the pastorate of the Charlestown church.]

<sup>27</sup> *Infra*, chap. vi.

<sup>28</sup> [Possibly Elias Maverick received this land as an "Old Planter"; there was a difference of but two years in the ages of Elias and Samuel Maverick, and the former was found here in 1630, when written records begin.]

<sup>29</sup> Page 661. [To these should be added James, the inventory of whose estate was sworn to by the father, October 31, 1671. Suff. Prob. Rec., L. 7, f. 158.]

<sup>30</sup> [November 3, 1696, Samuel and Sarah Walton, George and Rebecca Thomas, Aaron and Mary Way, Francis and Ruth Smith, signed a release, acknowledging the receipt of legacies from their father, Elias Maverick. Suff. Deeds, L. 17, f. 351.]

<sup>31</sup> Wyman, 1002.

<sup>32</sup> *Ibid.*, 876.

Elias Maverick's estate at Winnisimmet remained in possession of his heirs<sup>33</sup> until 1709, when it passed to John Brintnall,<sup>34</sup> who for fifteen years had been lessee of the ferry and keeper of the adjacent inn. As early as 1740, probably much earlier, the Maverick estate had been divided into two farms by a line running from the Mystic River northerly over the hill; and between 1740 and 1753 both farms were sold by John Brintnall to his son<sup>35</sup> Benjamin.<sup>36</sup> In 1769 Benjamin sold the westerly farm, and in 1772 the easterly, to Jonathan Green.<sup>37</sup>

January 31, 1791, Green sold his estate to Aaron Dexter for £900.<sup>38</sup> It then consisted of a hundred and sixteen acres, on which were two dwelling-houses, four barns, and out-houses;<sup>39</sup> "Reserving nevertheless out of the Premises" an acre and a half of "Marsh Land where a Dam or Dike now is, from said Island River to the Upland of the Premises;—

<sup>33</sup> [See Appendix 5.]

<sup>34</sup> Suff. Deeds, L. 24, ff. 118, 191; L. 62, f. 117. [For John Brintnall as an innkeeper, see chaps. vii. and xxiv.]

<sup>35</sup> [See Appendix 6.]

<sup>36</sup> Suff. Deeds, L. 61, f. 80; L. 79, f. 131; L. 82, ff. 267, 268. On the northerly side of this estate, between the head of High Street and Broadway, was lately an old decayed tomb said to be that of the Brintnall family. It was also said that the strip of land running from the tomb to Broadway was reserved as a right of way thereto; but if by deed recorded, I have overlooked it. [The tomb is mentioned in the deed of 1772, cited below; the eastern boundary of the land conveyed therein is so drawn as to leave a right of way from the tomb to the "country road," or the present Broadway. Its site is marked on the "Plan of the Naval Hospital Estate in Chelsea," by S. P. Fuller, in the Massachusetts Archives. In the "Executors Account" of the estate of John Brintnall, 1731, is a charge of 7s. for "Making a Drein for the Tomb." Suff. Prob. Files, 6157.]

<sup>37</sup> Suff. Deeds, L. 118, f. 173; L. 120, f. 232; L. 356, f. 68. [See appendix 7.]

<sup>38</sup> [Subject to a mortgage to Dr. Ebenezer Putnam of Salem for £450.]

<sup>39</sup> [When the direct tax of 1798 was assessed, the estate was divided into two farms. Charles Stearns was tenant of the westerly 90 acres, which, with the housing thereon, was valued at \$3,190; Daniel Mason, of the eastern 27 acres, valued at \$975. The house of Charles Stearns covered 741 feet, was two stories, and had fifteen windows. There was a "Kitchen," which covered 558 feet, was one story, and had nine windows; also a woodhouse that covered 495 feet, was two stories high, and had two windows. These, with an acre of ground, were valued at \$715. There was a corn barn; also three barns measuring respectively 70 x 34, 56 x 30, 30 x 20; also a wharf 63 x 28 feet. The house of Daniel Mason was described as a "Verry Old House," and was valued at \$40; there was a

And also saving and reserving twelve feet in wedth on each side of the said Dam all the way from the said Island End River to said Upland, Adjoining to said Acre and an half of Marsh." <sup>40</sup>

Dr. Dexter sold to Richard Williams, Samuel Chittenden, and others several lots on the westerly side of Broadway, from Beacon Street southerly; <sup>41</sup> and for \$18,000 the remainder (one hundred fifteen acres) to the United States, September 22, 1823, confirmed December 4, 1826. The Naval Hospital was erected in 1835, and the Marine Hospital in 1857. <sup>42</sup>

barn 30 x 20, and "one lan House" 50 x 24. Direct Tax of 1798, at the N. E. Gen. Society.]

<sup>40</sup> [See Appendix 8.]

<sup>41</sup> [Aaron Dexter, to Salem Turnpike and Chelsea Bridge Corporation, July 4, 1804, a lot 82 x 132 feet, on the westerly side of Broadway. April 30, 1805, for \$400 each, two lots of the same size as the foregoing, on either side thereof, — that to Williams adjoining it on the southwest, that to Chittenden on the southeast. A strip of land three rods wide lay between these three lots and the eastern boundary of the estate. Hopkins' Atlas, iv. Plate C., shows their location. Suff. Deeds, L. 214, f. 17; L. 220, f. 123; L. 212, f. 27. Presumably the lot belonging to the corporation was intended for the gate-keeper, as the company in 1805 requested the town to discontinue the old road along the shore from the ferry landing to Dr. Dexter's gate, and, falling therein, proposed to move the gate to the bridge, where it stood when the survey of the United States Hospital grounds was made by S. P. Fuller, in 1827.]

<sup>42</sup> [Transferred to Appendix 9.]

## APPENDIX 1

Who "Mr. Maverick of Winesemett" was, and the site of his Palisade House, have troubled historians. Edward Johnson's Wonder-Working Providence says: "On the North side of *Charles River*, they [Winthrop's company in 1630] landed neare a small Island, called Noddells Island, where one Mr. *Samuel Mavereck* then living, a man of a very loving and curteous behaviour, very ready to entertaine strangers, yet an encmy to the Reformation in hand, being strong for the Lordly Prelaticall power, on this Island he had built a small Fort with the helpe of one Mr. *David Tompson*, placing therein foure Murtherers to protect him from the *Indians*";<sup>1</sup> but see Samuel Maverick's Palisade House, by Mellen Chamberlain.<sup>2</sup> The question was settled by Maverick himself. [In order to reconcile the statement of Johnson that the fort was built by Maverick on Noddle's Island (East Boston), and Maverick's own statement, that in 1660 it was still standing at Winnisimmet (Chelsea), it has been suggested that the term Winnisimmet included the island (East Boston) as well as the mainland (Chelsea). There is no warrant for such an assumption. When Maverick became a resident of the island, he called himself Samuel Maverick of Noddle's Island,<sup>3</sup> and his wife, in November, 1635, nine months after the sale of Winnisimmet to Richard Bellingham, dated her letter from "Nottells Iland in Massachusetts Bay." Before 1635, the reference is always to Winnisimmet in connection with Mr. Maverick; after 1635, to Noddle's Island.

It seems certain that Samuel Maverick was living at Winnisimmet when the colonists arrived in 1630. Winthrop wrote, under date of December 24, 1630, that three of his servants were driven by the wind upon Noddle's Island and forced to spend the night there without fire or food; this would not have been the case if Samuel Maverick had been living then on the island instead of at Winnisimmet.<sup>4</sup> In July, 1631, Noddle's, Thompson's,

<sup>1</sup> 2 Coll. Mass. Hist. Soc., ii. 86. See Sumner, East Boston, 82-85.

<sup>2</sup> 2 Proc. Mass. Hist. Soc., i. 366 *et seq.*

<sup>3</sup> Boston Rec. Com. Rep., xxxii. 48, 70, 117, etc.

<sup>4</sup> Savage, Winthrop, i. 39.



and other islands were placed in the hands of the Governor and Assistants, "to be lett & disposed of by them to helpe towards publique charges, & that noe pson w<sup>th</sup>soeu<sup>r</sup> shall make any vse or benefitt of any of the said ilelands, by putting on cattell, felling wood, raiseing slate, &c, without leaue from the Gou<sup>r</sup> & Assistants for the time being"; and in April, 1632, the latter gave to John Perkins the exclusive right to shoot or trap fowls on Noddle's Island. This action would not have been taken if Samuel Maverick had been living there. An especial grant was necessary to insure Noddle's Island to Samuel Maverick, and this was not made until April, 1633. In the meantime Winnisimmet was already in his possession, confirmed to him, presumably, by the officers of the Company under its regulations as to "old planters." Samuel Maverick was living on Noddle's Island when Edward Johnson settled at Charlestown in 1636; this may account for the statement in the Wonder-Working Providence.

As to Winthrop, Johnson says he landed "neare a small Island," — presumably at Mr. Maverick's, as he was entertained by him. Although the natural inference from the passage quoted is that Maverick was then living on the island, Johnson may not have intended to convey that idea. Presumably Samuel Maverick's residence on Noddle's Island dates from the year 1635; it could not have been earlier than the summer of 1633. Note also in this connection that the Winthrop map, about 1633, pictures "Nottles Island" as wooded, and places no house thereon, while a group of houses appears at Winnisimmet.

The following order by the General Court which met March 4, 1634/5, is of interest in this connection: "It is ordered, that M<sup>r</sup> Sam<sup>l</sup> Maſſacke shall, before the last of Decemb<sup>r</sup> nexte, remove his habitacōn, for himself & his ffamily, to Boston, &, in the meane tyme, shall not giue intertainem<sup>t</sup> to any strangers for longer tyme then one night, without leaue from some Assistant; & all this to be done vnder the penalty of c<sup>l</sup>." Considering Maverick's reputation for hospitality (Josselyn writes "Mr Samuel Maverick . . . the only hospitable man in all the Country, giving entertainment to all Comers *gratis*"), and the fact that the ferry on the road to Lynn had its landing on his grounds, that he had easy access to the shipping in the harbor, and owned ships himself, it is not surprising that he became an object of suspicion to the colonial and town authorities at a time when the charter seemed in danger, the arrival of Sir Ferdinando Gorges as general Governor of New England was feared, and the colony was being fortified to resist him.

In the years 1634 and 1635 there was a strong movement in England for the abrogation of the charter of the Massachusetts Bay Colony, and the appointment of a royal governor, — a movement in which Sir Ferdinando Gorges and the Council for New England participated. In February, 1633/4, an order was issued to Mr. Cradock to bring the patent of the Massachusetts Bay Company before the Council. April 28, 1634, a commission was issued by the King to the Archbishops of Canterbury and York and nine others, giving them powers of control over all New England, including the right to remove governors and revoke letters patent "surreptitiously" obtained or "hurtful" to the "prerogative royall." Three days later a commission for a general governor of New England was issued, Sir Ferdinando Gorges being the governor chosen.<sup>3</sup> A ship was building to carry the governor to New England. In September, 1634, Winthrop recorded that warnings from friends in England — to the effect that ships and soldiers were preparing "to compel us, by force, to receive a new governour, and the discipline of the church of England, and the laws of the commissioners, — occasioned the magistrates and deputies to hasten our fortifications"; a statement amply substantiated by the records of the General Court for the session beginning in September, 1634. At this same Court, as it happened, Winnisimmet was placed under the jurisdiction of Boston.

In January, 1634/5, the ministers of the Massachusetts Colony, convened at the call of the Governor and Assistants, advised resistance to the rumoured governor "if we were able." The same Court which ordered Maverick to remove his habitation to Boston appointed a Board of War with extensive powers, including the right of life and death over "any that they shall iudge to be enenmyes to the commonwealth," and to order out troops in case of war; ordered that an oath of fidelity should be taken by all men over sixteen years of age; appointed a beacon on Sentry Hill and a watchman from April to October; decreed that the fort at Castle Island should be fully finished, ordnance mounted and the like before any other fortification should be proceeded with; and forbade any one to visit a ship without leave from an Assistant until it had lain at anchor twenty-four hours, and made it "apparent y<sup>t</sup> shee is a friend," under pain of confiscation of all his estate.<sup>4</sup>

With such an excitement brewing, the town and colonial

<sup>3</sup> Palfrey, *New England*, i. 391-404; Hutchinson, *Hist. of Mass.*, i. Appendix 4.

<sup>4</sup> Savage, *Winthrop*, i. 143, 144, 154; *Mass. Col. Rec.*, i. 125, 136-140.

authorities, not unnaturally, looked with suspicion on Mr. Maverick, because of his early relations with Sir Ferdinando Gorges. Apparently he found his six months' experience under the jurisdiction of Boston unpleasant, and decided to sell his lands at Winnisimmet. Noddle's Island was not placed under the jurisdiction of Boston until March 9, 1636/7. In the meantime the Massachusetts Bay Government could, at this crisis, scarcely tolerate a man of doubtful loyalty in a place so accessible to the ships in the harbor as Noddle's Island. At least Maverick did convey to Richard Bellingham the lands at Winnisimmet, February 25, 1634/5, and the General Court, which met a week later, ordered him to remove his habitation to Boston. It is interesting to note that Blackstone, about this time, left Boston and settled in Cumberland, Rhode Island, within the limits assigned to Lord Gorges in the division of land among themselves by the Council for New England.<sup>7</sup> Also the General Court which ordered Maverick to remove to Boston expressed a desire that Mr. Allerton should remove from Marble Harbour, and ordered him to appear at the next General Court, at which time, in May, 1635, it was recorded that Mr. Allerton had given his housing at Marble Head to his son-in-law, Moses Maverick, who also managed, apparently, the estate of Samuel Maverick during the latter's absence in Virginia the following winter, as he then paid to the General Court the rent for Noddle's Island.

But the danger passed. A few weeks after the order directing Maverick to remove his habitation to Boston, that is, on June 16, 1635, Winthrop recorded<sup>8</sup> that it was certified by "a letter from the Lord Say, and report of divers passengers," that the "great ship to send over the general governour . . . being launched, fell in sunder in the midst." Two months later, August 17, 1635, a ship arrived, bringing word that as it lay near Bristol, on May 27, Sir Ferdinando Gorges came on board, asked if there were passengers bound for Massachusetts, and assured the Rev. Daniel Maud of "his good will to the people there in the Bay, and promised that, if he ever came there, he would be a true friend unto them."<sup>9</sup> Inasmuch as the Council for New England was still seeking the revocation of the charter of the Colony,<sup>10</sup> such promises

<sup>7</sup> November 10, 1634, a rate of six shillings was assessed on every householder in Boston to pay him, and he probably left Boston the following June. Young, *Chronicles of Mass.*, 170, note.

<sup>8</sup> i. 161.

<sup>9</sup> *Journal of Richard Mather*, Young, *Chronicles*, 451.

<sup>10</sup> *Records of the Council for New England in Proc. Amer. Ant. Soc.*, April, 1867; Hubbard, *Hist. of New Eng.*, 180, 226-231.

were of somewhat dubious value, but the destruction of the ship which should have brought him was a certain boon. The General Court, which met September 3, 1635, voted, "The order that enioyned Mr Sam<sup>l</sup> Maſſacke to remove his habitacōn to Boston before the last of Decemb<sup>r</sup> nexte is repealed." It also rescinded the order as to visiting ships in the harbor. In November, Mrs. Amias Maverick was living on Noddle's Island, as she dated a letter there on November the 20th.<sup>11</sup>

It is interesting to note, however, that Samuel Maverick went that autumn to Virginia and remained there for nearly a year, not returning until August 3, 1636. Boston was apparently willing to welcome his return, as, under date of April, 1636, Winthrop wrote there was some thought of sending the "Blessing" to Virginia "for Mr. Maverick and his corn." Certainly by the summer of 1636 all danger from Sir Ferdinando Gorges had passed. George Vaughan wrote from London in April that he had no encouragement as to New England, that "they were quite could in that matter, Mr. Mason being ded and Sr Ferdinando minding only his one divityon."<sup>12</sup>]

<sup>11</sup> Doc. Hist. of Maine, iii. 76-78.

<sup>12</sup> Belknap, Hist. of N. H., i. Appendix xi. See C. F. Adams, *Three Episodes of Mass. Hist.* for further information as to the general governorship.

## APPENDIX 2

[IN 1678 there were two farmhouses standing on the present hospital grounds, and these continued, apparently, for over one hundred years, as two houses appear on the direct tax of 1798. The easterly one was then described as a "verry old house," and was valued at only forty dollars; the westerly was the principal dwelling on the estate. The site of the latter is marked by a well, while the easterly house stood a little below a spring of fresh water. A spring is marked on the plan of the Naval Hospital grounds, by S. P. Fuller, dated December, 1827;<sup>1</sup> and in the spring of the year a rill of water still descends the hillside from this site toward Broadway. In 1681 the spring was deemed so valuable that Elias Maverick, in dividing his estate among his sons by will, provided that a way should be left open to the spring for the watering of the cattle, and that half an acre should be left in common about it. Trumbull interprets the name Winnisimmet to mean "at the good spring."<sup>2</sup> Doubtless the first house at Winnisimmet was located near a spring of fresh water. This was also a defensible position. The westerly farmhouse was on low land, while the easterly was on the hillside, controlling the only point at which access to it could be had from the mainland without crossing swamp or river,—the course followed later by the road from Lynn to Winnisimmet ferry. This can be seen by following the line of marsh traced on the maps of the Naval Hospital grounds in 1827, and of the Ferry Farm, as recorded by the Winnisimmet Company.<sup>3</sup> The easterly house stood on land which Samuel Maverick sold to William Stitson, keeper of the ferry previous to August, 1635, later a resident of Charlestown; from him the title passed to Elias Maverick by deed recorded in 1662; he in turn conveyed it to his son Elias in 1678. The westerly farmhouse was on the one hundred acres of land lying west of this, of which there is no record until Elias Maverick devised it by will in 1681; it seems reasonable to assume that it

<sup>1</sup> Mass. Archives. Maps and Plans, 1826.

<sup>2</sup> New English Canaan, Prince Society Publications, xiv. 229.

<sup>3</sup> Suff. Deeds, L. 351, f. 153. See also *infra*, the map of Chelsea, showing the location of the Bellingham farms.

was the land confirmed to him as an "old planter." In 1635, or earlier, Elias Maverick married Anne Harris, the stepdaughter of William Stitson, the ferryman. The westerly house may have dated from this marriage. Elias Maverick was living there at the time of his death, in 1684. It is known that more than one house stood at Winnisimmet before the estate was sold to Richard Bellingham in February, 1634/5,<sup>4</sup> and that in addition to Samuel Maverick, his wife, his children, and his servants, William Stitson, the ferryman, was living there with his family. Maverick may have lived in the house described six months after the sale as the farmhouse of Richard Bellingham. What is supposed to have been the oldest house on the Ferry Farm of Governor Bellingham stood a very little east of the house below the spring,<sup>5</sup> and the Winthrop plan (*circa* 1633) places at Winnisimmet one large house, and two smaller houses west of it. All is conjecture.

However, the first house built doubtless stood near a spring, and as Maverick states that it was still standing in 1660, it seems reasonable to assume that it was the house mentioned in the deed of 1678, and that it was occupied in the early days of the colony by the ferrymen at Winnisimmet, Thomas Williams *alias* Harris, in 1631, and William Stitson later. The road to the ferry passed its door.<sup>6</sup> For the benefit of any who may wish more exact information as to the site the following items are added. In 1678 the western boundary of the land conveyed by Elias Maverick, Senior, to his son Elias, ran from a point one rod west of the northwest corner of the house "unto the Marsh upon the backside of the hill North-East" in such a way as to include fifteen acres of upland, — the eastern boundary being the farm of Samuel Bellingham. The spring is not mentioned therein, but in 1681 it was described as "the spring that is aboue his house." Below the house, toward the sea, lay the garden.

There may have been more than one spring on the hillside. August 22, 1836, the Winnisimmet Company, in conveying Lot 6 on Chestnut Street, near the United States Hospital grounds, on the northeast side of the hill, reserved "the reservoir of water on said lot," and the right "to lead water into the same from the springs & sources above"; also a "right to use and take away the water," and "to lay suitable pipes and conduits" for said purpose.<sup>7</sup> It is said that this water was carried to Chelsea House,

<sup>4</sup> See appendix to chap. ii.

<sup>5</sup> See that marked Tav. on the plan in Suff. Deeds, L. 351, f. 153.

<sup>6</sup> *Infra*, Appendix 9.

<sup>7</sup> Suff. Deeds, L. 839, f. 198.

then a place of public resort, formerly the mansion house of Samuel Watts. Also in 1836 Sarah Green, who had lived in 1785 in the eastern house, on what is now the Naval Hospital estate, as a nurse in the family of Jonathan Green, testified that she went on the Ferry Farm "to the spring for water several times a day while I resided in Chelsea." As she was seventy-one years of age in 1836, and had not visited Winnisimmet for fifty years, she may have forgotten the exact site of the spring she visited. So far as the records show, there was no change in the western boundary of the Ferry Farm from its purchase by Richard Bellingham, in 1635, until after its purchase by the Winnisimmet Company, in 1831.]

## APPENDIX 3

ONE of Maverick's pinnaces was taken by Dixy Bull, the noted pirate, against whom an expedition was fitted out, and for which another of his pinnaces was chosen. The cost was "Paid by a bill from Mr. Samuel Maverick, being husband and merchant of the pinnace, for a month's wages, to Elias Maverick, £2. Paid for victuals upon his account, £2 5s."<sup>1</sup> [Samuel Maverick had been one of the grantees of Agamenticus in December, 1631.<sup>2</sup> When the patent was confirmed in March, 1632, some names were dropped and four were added, — "Seth Bull, Cittizen and Skinner of London, Dixie Bull, Matthew Bradley of London, Gent, and John Bull, Son of the said Seth."<sup>3</sup> Immediately thereafter, apparently, a ship was sent forth commanded by Dixie Bull; but it was seized by the French, if the report which came to Winthrop may be trusted, and Bull turned pirate.<sup>4</sup> Possibly this explains Winthrop's record in December, 1632, that the pirates, besides promising future good behavior, "had given another pinnace in exchange for that of Mr. Maverick, and as much beaver and otter as it was worth more."<sup>5</sup> A few months later, however, Maverick's pinnace was sent out "to take Dixie Bull." Winthrop reported that "after she had been forth two months, she came home, having not found him. After, we heard he was gone to the French."<sup>6</sup> Clap said: "These Men fled Eastward, and Bull himself got into *England*; but God destroyed this wretched Man."<sup>7</sup>

Governor Dudley wrote to the Countess of Lincoln: "About the end of October this year, 1630, I joined with the Governor and Mr. Maverecke in sending out our pinnace to the Narragansetts, to trade for corn to supply our wants; but after the pinnace

<sup>1</sup> Drake, Boston, 148, note. [2 Coll. Mass. Hist. Soc., viii. 233.]

<sup>2</sup> *Supra*, appendix to chap. ii.

<sup>3</sup> Proc. of Amer. Ant. Soc., April, 1867, 105.

<sup>4</sup> Savage, Winthrop, i. 79, 96.

<sup>5</sup> *Ibid.*, 98.

<sup>6</sup> *Ibid.*, 104.

<sup>7</sup> Memoirs of Roger Clap, in Young, Chronicles of Mass., 363.



had doubled Cape Cod, she put into the next harbour she found, and there meeting with Indians, who showed their willingness to truck, she made her voyage there, and brought us a hundred bushels of corn, at about four shillings a bushel, which helped us somewhat." \* March 14, 1632, "The bark Warwick arrived at Natascott, having been at Pascataquack and at Salem to sell corn, which she brought from Virginia"; March 19, "she came to Winysemett"; and on April 9, "the bark Warwick, and Mr. Maverick's pinnace, went out towards Virginia." August 3, 1636, "Samuel Maverick, who had been in Virginia near twelve months, now returned with two pinnaces, and brought some fourteen heifers, and about eighty goats, (having lost above twenty goats by the way). One of his pinnaces was about forty tons, of cedar, built at Barbathes, and brought to Virginia by Capt. Powell, who there dying, she was sold for a small matter." <sup>10</sup>]

\* Young, *Chronicles of Mass.*, 322, 323.

\* Savage, *Winthrop*, i. 71, 72.

<sup>10</sup> Winthrop, i. 191, 406.

## APPENDIX 4

*Will of Elias Maverick*<sup>1</sup>

I, Elias Mavericke Senior, of Winnasimmet, within the Towneship of Boston in the Countie of Suffolke, in New-England, being through the mercie of God in a competent measure of health, & vnderstandinge, (though aged, & know not the tyme of my dissolution w<sup>ch</sup> cannot be longe) being desirous to put my house in order, so that as much as in me lyeth all controversies about my outward estate after my decease may be p<sup>r</sup>vented Doe make this my last will & Testament (& hereby revoke all former wills & Bequests) in manner & forme followinge.

Imprimis I resigne vp my Soule, to Almighty God, my Creator & Redeemer & my Bodie to be decently interred, according to the discretyon of the Survivinge. And for my temp<sup>r</sup>all estate I thus & thus dispose of it. ffirst of all I giue vnto my Beloued wife Anna, all my temporall estate, both in land houses and mooueables, (after due debts & funerall charges discharged) during her naturall life, if she remayne a widdow, otherwise to enioy one third during her natural life p<sup>r</sup>vided also, that she shal freely consent, to those termes that I shall hereafter expresse.

It I giue to my son Elias, ffive acres of land as an addition to the land, & house that I formerly gaue him, as also that out-house, that I built, not farre to the westward of his house, to him, his wife & Children for euer accordinge to the tenor of his deede of Gift, acknowledged & recorded p<sup>r</sup>vided that there shalbe at all times, half an acre of land left in co<sup>m</sup>on, about the spring that is aboue his house w<sup>th</sup> a convenient highway therevnto for watering of Cattle.

It. I giue to my son Peter ffive pounnds starling after my wiues decease.

It. I giue to my son Paul Mavericke twentie ffive acres of land, next vnto my son Elyas his land, w<sup>ch</sup> I wil giue in p<sup>r</sup>sent possession by deede of gift, to him his wife & Children, p<sup>r</sup>vided that his ffather in Law Liu<sup>t</sup> John Smith (whose daughter Jemimah he married)

<sup>1</sup> Suff. Prob. Files, 1374; A. D. S. with official endorsement of probate.

will giue as a portion to his sayd son in Law with his daughter, one halfe of that somme of money that the sayd land shalbe prized at by indifferent men chosen on either side, w<sup>ch</sup> if he refuse to doe, then he shall enioy it after his mothers decease.

It. I giue to my Grand son Jotham Maverieke the son of my son John flueteene acres of land adioyning on the west syde of my son Pauls land, after his Grandmothers decease to him & his heires for euer, with this pviso, that he shal haue liberty to sel or alienate the same, if he see good, vnto any one or more of his vnckles before mentioned but to no other man or men.

It I giue to my Grand son James Mavericke, the son of my Son Peter flueteene acres of land next vnto my Grandson Jotham, to him & his heires for euer, w<sup>th</sup> the same pviso that is giuen to his Cousin Jotham.

Be it knowne that my intent, in the division of the aforesayed pceels of land is, that each of my sons & Grand sons shal haue such pportion of marish land, as is answerable to theire quantitie of vpland that falls to theire share.

As for my dwelling house, outhouses, orchard, corne ffeild & so much land adioyning next the Creeke as will make vp flourty acres, w<sup>th</sup> the orchard & Corne ffeild & meadow pportionable, I giue to my fve daughters, either to be sould or let, to each of them an equal pportyon, but if my sons Elyas, & Paul, whom I doe make joynt Executors of this my Will, will pay vnto each of theire sisters viz: Abigaile Clarke, Sarah Walton, Mary Waye, Ruth Smith & Rebeckah Thomas, ffuety pounds apeece, taking in the mooueables, & a quantitie of marish w<sup>ch</sup> I haue at Hogiland, of twenty acres of lande & vpward, for to helpe pay theise legacies, then the sayd housing & land shalbe theirs to enioy, & also they shal pay vnto each of my Grand children and Great grand children fve Shillings apeece.

ffurther my will is, that, wheras I am bound by obligation, vnto my ffather in law William Stitson, to keepe him sixteene sheepe yearely, with theire increase, tyl towards winter, & then to be left to the same number, during his natural lyfe, that my two sons Elyas & Paul my Executors shal make good this engagement after their mothers decease & not before, as also that the former legacies shal not be payed til that tyme.

As for my servant Jonas Holmes I giue the remaynder of his tyme vnto my deare wife if She liue so long, or else to my Executors. & hauing forgotten, to express Ruth Johnson my Grand daughter, that now liues with me, I leaue it with her Grand mother to doe as she pleaseth.

And I desire, & intreate, & appoynt, my trusty & welbeloued friends my ffatherinlaw Deacon William Stitson, Aron Way Senior, & William Ireland Senior, to be Ouerseers of this my Will & to advise & counsell my Executors.

The land was measured to be 120 acres, if it fall short, or excede my will is that each diuidend, be pportionably abated or enlarged.

In the Prsence of vs  
whose names are subscribed

William Ireland Sener  
John Barnard  
William Ireland Jun  
John Senter

Signed & sealed  
this thirteenth of October Anno  
Dom<sup>i</sup> one thousand six hundred  
eightie one  
p me Elyas Mavericke

This will exhibited for probate by Elyas Maverick and Paul Maverick the two Executo<sup>r</sup>s therein named before the County Court sitting in Boston. 6<sup>o</sup>. Novemb<sup>r</sup> 1684.

William Ireland Senio<sup>r</sup> and William Ireland Jun<sup>r</sup> and John Senter three of the witnesses Subscribed psonally appearing made Oath that they did see and heare M<sup>r</sup> Elias Maverick Signe Seale and publish his Instrum<sup>t</sup> to be his last will and Testam<sup>t</sup> and that he was then of disposing mind to their understanding. Attest<sup>d</sup>

Is<sup>t</sup> Addington Clrc.

A TRUE INVENTORY<sup>s</sup> OF THE ESTATE OF ELIAS MAVERICK SEN<sup>r</sup>  
OF WINNISIMMET DECEASED

16<sup>th</sup> Septemb<sup>r</sup> 1684.

	£	s	d
Imp <sup>r</sup> his wearing Clothes . . . . .	10	00	00
It. one Bedsteed, Bed, Bolster & all other Furniture belonging to y <sup>e</sup> Bed . . . . .	6	00	00
It. one Bedsteed, 10 <sup>e</sup> chaire & Chest . 5 <sup>t</sup> . . . . .	—	15	00
In another Chamber. Chest and wheelles and other Lumber .	2	00	00
It. one Bed and Furniture in the garrett . . . . .	5	00	00
In the Hall. one Bed. Bolster and Furniture belonging to y <sup>e</sup> Bed . . . . .	8	00	00
It. a Trundle Bed with its' Furniture . . . . .	4	00	00
It. Tables, Formes chaires Cushion's & carpet to y <sup>e</sup> table . .	3	00	00
It. two Bibles and other Bookes . . . . .	2	00	00
It. warming pan andirons & other things . . . . .	1	00	00
It. 3 p <sup>t</sup> Sheets w <sup>th</sup> Table Linnen . . . . .	5	00	00
It. 2. guns, sword and bandileers . . . . .	1	00	00
It. 2. pots. 2. tramels. 2. p <sup>r</sup> Andirons, 2. spits, tongs & Fire Shovels . . . . .	3	00	00
It. dripping pan, earthen ware & other things. 20 <sup>e</sup> Churn & milke vessels. 25 <sup>e</sup> . . . . .	2	05	00

\* Suff. Prob. Rec., ix. 203.

It. gridiron and frying pan : 5 <sup>l</sup> Barrells keelers table & forme. 30 <sup>s</sup> . . . . .	1 : 15 : 00
It. Cash with other plate . . . . .	10 : 00 : 00
It. 2. Oxen : 6. Cōwes, one bull one heifer, three Calves. 3. horses with Fodder . . . . .	40 : 00 : 00
It. 30. Sheep and Lambes £. 8 : Swine. £7 . . . . .	15 : 00 : 00
It. Cart and plough with all Furniture belonging thereto & horse tacklin with a cros beetle & wedges grindstone & Sythes . . . . .	5 : 00 : 00
It. houses and Land Meadow and upland . . . . .	700 : 00 : 00
More one Cow Common in Boston.	<u>£820 : 15 : 00</u>

John Smith  
William Ireland Senr

Boston: 6o Novembr 1684.

Elias and Paul Maverick the two Executo<sup>rs</sup> made Oath in County Court then sitting that this is a just and true Inventory of the Estate of their late Father Elias Maverick dece<sup>d</sup> so far as hath come to their knowledge and that when more appears they will cause it to be added —

Attest<sup>r</sup> Is<sup>t</sup> Addington Clrc .

## APPENDIX 5

[MATTHEW CLARK, who married Abigail Maverick, June 4, 1655, lived first at Winnisimmet, where a daughter, Abigail, was born June 17, 1656; later at Marblehead. John Johnson, who married Elizabeth, October 15, 1656, was of Charlestown and Haverhill; she died March 22, 1673/4. Peter Maverick and John Maverick (who married Catharine Skipper, April 9, 1656) lived in Boston. The latter was described in deeds as a shipwright, owned a house at the North End of the town, and died before 1680.<sup>1</sup> James, Elias, Jr., and Paul Maverick lived at Winnisimmet. These are the names on such tax lists as have been preserved: 1674, Elias Maverick and Elias Maverick, Jr.; 1681, the same, also Paul Maverick; 1687 and 1688, Widow Maverick and Elias Maverick; 1692, Elias and Paul Maverick; 1695, Paul Maverick; 1702, Paul Maverick and John Pratt. In 1687, the Widow Maverick was taxed for one poll, two horses, two oxen, six cattle, twenty sheep, and two swine; Elias, for one poll, two horses, nine sheep, and one swine. His housing was valued at three-fifths that of the western farmhouse. In 1702, John Pratt was taxed for one negro man, two cows, twelve sheep, and three horses; Paul Maverick, for three cows, twenty sheep, and one horse. As "Sea bookes and Instruments" and over a tun of logwood appear in the inventory of the estate of James Maverick, taken in 1671 by two of the neighbors at Winnisimmet, and as Elias Maverick, Jr., was described in legal documents as a "shipwright," it would seem that the family utilized their frontage on the sea and Island End River in addition to cultivating their farm.

Elias Maverick, Jr., married Margaret Sherwood December 8, 1669. She was admitted to the Charlestown church August 8, 1675. The children recorded to them are: Elias, born November 4, 1670;<sup>2</sup> Margaret, married John Pratt, July 29, 1691; Elizabeth.

<sup>1</sup> Vital Records of Boston; Suff. Prob. Rec., L. 9, ff. 6, 7; Suff. Deeds, L. 11, f. 392; L. 17, f. 351; L. 24, f. 137; Wyman, 555; Boston Rec. Com. Rep., i. 25.

<sup>2</sup> Presumably the son, not, as Sumner (East Boston) suggests, the

According to Wyman, all three were baptized August 22, 1675. Abigail, baptized September 24, 1676;<sup>3</sup> Samuel, baptized August 14, 1687. Elias Maverick died before November 2, 1696, as on that date his son-in-law, John Pratt, was appointed administrator of his estate, and, five months later, guardian of his son Samuel. In September, 1697, three children were living, — Margaret Pratt, Abigail Maverick, and Samuel Maverick.<sup>4</sup>

In 1678, Elias Maverick, Sr., conveyed to his son Elias and the heirs of his body lawfully begotten, the house in which the son then dwelt, with the land which Elias, the father, bought of William Stitson. In January, 1695/6, Elias Maverick gave twenty acres of land near this house by deed of gift to his son-in-law, John Pratt, of Boston, inn-holder.<sup>5</sup> In the tax list of 1695, both Elias Maverick, Sr., and John Pratt appear in division number one (the North End) of Boston, yet the inventory of the estate of Elias Maverick was taken by men of Winnisimmet.<sup>6</sup> John Pratt was host of the well-known Salutation Inn, near the landing-place of Winnisimmet Ferry in Boston. Thence he removed, early in the autumn of 1697, "to Winnysimtt into his owne House standing night y<sup>e</sup> fferry, there — whereinto he hath removed his wines beare and other necessaryes for y<sup>e</sup> accommodation of man & horse." He petitioned the Suffolk "Court of Quarter Sessions for the Peace," October 5, 1697, for permission to continue at Winisimmet his vocation as innkeeper.<sup>6</sup> He increased his lands by purchase, and February 8, 1708/9, with his wife Margaret, conveyed to John Brintnall, for £400, forty-five acres, including the easterly homestead with twenty-six acres.<sup>7</sup> He was then described as of Salem, innholder.

Paul Maverick married Jemimah Smith, daughter of Lieut. John Smith of the adjoining Ferry Farm on the Bellingham estate. He owned the covenant at Charlestown, September 11, 1681. His children were: Moses, born February 8, 1680/81, baptized September 11, 1681, died January 28, 1685; Jotham, baptized October

father, married Sarah Smith, February 3, 1695/6. She married George Robinson, April 7, 1698, and on April 27, 1699, was appointed administratrix of the estate of her former husband, Elias Maverick, of Boston, "Mariner." Suff. Prob. Rec., L. 14, f. 35; Vital Records of Boston.

<sup>3</sup> See Sumner, East Boston, 166.

<sup>4</sup> Wyman; Suff. Prob. Rec., L. 11, ff. 227, 261, 275; Suff. Deeds, L. 14, ff. 431, 432; L. 18, f. 2.

<sup>5</sup> Suff. Deeds, L. 11, f. 81; L. 17, f. 251.

<sup>6</sup> Mass. Archives, cix. 121.

<sup>7</sup> Suff. Deeds, L. 24, f. 118.

28, 1683; John, baptized, aged one year, August 14, 1687.<sup>8</sup> Paul Maverick received by the will of his father twenty-five acres, and acquired, by payment of legacies to his sisters, the western farmhouse and fifteen additional acres. March 1, 1708/9, he conveyed to his son, John Maverick, joiner, the westerly homestead with forty acres, the consideration being £300. June 17, the latter conveyed the same to John Brintnall (his uncle) for £440.<sup>9</sup> In June, 1709, Jemimah Maverick applied, in the name of her husband, Paul Maverick, for a license to sell strong drink as an innholder from "Mr. Hillier's House in Middle Street," Boston, it having been previously a licensed house. She stated that her husband was absent at sea and that she wished the business to retrieve losses in his estate.<sup>10</sup> At the January term of the Court of General Sessions of the Peace, in 1709-10, Jemimah Maverick was fined for selling strong drink without license.<sup>11</sup> Later she married Henry Richman, of Boston.<sup>12</sup>

James, son of Peter Maverick, received from his grandfather Elias fifteen acres of the farm at Winnisimmet. From a deposition taken in 1718, and recorded at the Suffolk Registry, it is learned that he was a ferryman, and lived at Winnisimmet, where two children were born to him and his wife Hester, — Martha, born April 17, 1693, and James, born, the deposition states, October 2, 1699. Presumably the latter date is a mistake of the copyist, as James Maverick must have been twenty-one years of age when he joined in the conveyance to Brintnall, November 1, 1715. July 16, 1703, Hester Mavrick of Lynn, widow of James Mavrick late of Boston, presented a petition to the Governor and Council for permission to sell a part of her husband's estate, the half "of a Small Plot of Ground" with "a little old house on it" on Wing Lane in Boston. She said that her "husband did about Eight years Since go out of this Port in a Voyage bound for London, & was then taken by the French, & Since not heard of by any of his Relations, he Left me two Children a boy & a girl, with very Small matters to Support & maintain them." The house was not sold until 1728. August 7, 1705, the widow married Benjamin Whitney, and November 1, 1715, Benjamin and Esther Whitney of Framingham, and her children James and Martha Maverick, conveyed to John Brintnall fifteen acres lying between

<sup>8</sup> Wyman.

<sup>9</sup> Suff. Deeds, L. 24, f. 134, 191; L. 28, f. 257.

<sup>10</sup> Original Papers, City Clerk's Office, Boston, ii. See also Suff. Deeds, L. 24, f. 135.

<sup>11</sup> Court Records, 201.

<sup>12</sup> Suff. Deeds, L. 24, ff. 132-137; L. 28, f. 257.



the lands conveyed to Brintnall by John Pratt and by the son of Paul Maverick; the consideration was £50, and there was no mention of buildings.<sup>12</sup> Later Martha Maverick married Thomas Bellows of Southboro.]

<sup>12</sup> Suff. Deeds, L. 33, f. 15; L. 30, f. 75; L. 46, f. 151; Mass. Archives, xvii. 93; Sumner, East Boston.

## APPENDIX 6

[JOHN BRINTNALL, first of the name, was a son of Thomas and Esther Brintnall,<sup>1</sup> a brother of Captain Thomas Brintnall, of Framingham, and hence an uncle of the William Brintnall who graduated from Yale College in 1721. October 9, 1721, Lieutenant John Brintnall executed a deed of gift of the farm to his son Thomas Brintnall, to take effect at his death (confirmed by will dated September 15, 1731). The "Condition & limitation" of the deed was "that his said son Thomas Brintnall shall not have or possess the abovegranted Farm & other the premisses before he comes to the Age of Twenty one years but that he shall be brought up to learning out of the profits & Incomes of the farm until he hath Commenced once, after which time he shall have twelve pounds yearly & every year out of the profits & Incomes of said farm for and towards his Maintenance until he comes of age or until the decease of s<sup>d</sup> L<sup>t</sup> John Brintnall & Phebe his wife."<sup>2</sup> A son Thomas was born to John and Phœbe Brintnall, October 17, 1708. This lad would have been nearly nineteen in 1727, when a Thomas Brintnall graduated from Harvard College, where Edward Wigglesworth—brother of Rev. Samuel Wigglesworth, who had married Mary Brintnall, elder sister of Thomas of Winnisimmet—was a professor. Presumably the graduate of 1727 was Thomas Brintnall, of Winnisimmet. In June, 1728, he joined the church of Thomas Cheever at Rumney Marsh, and in August, 1729, and June, 1732, was chosen a delegate to the Ecclesiastical Councils, to which the church was invited. For Harvard men these councils were essentially alumni meetings, and were appreciated as such. Thomas Brintnall, of Winnisimmet, died in the summer of 1732, as August 23, his elder brother John petitioned to be appointed executor of his father's estate in the place of his brother Thomas, deceased.<sup>3</sup> Thomas Brintnall (H.C. 1727) is starred in the catalogue of 1733. The following items from the "Inventory" of the Estate

<sup>1</sup> See chap. xix. Appendix 3.

<sup>2</sup> Suff. Deeds, L. 46, f. 100; Suff. Prob. Rec., L. 29, f. 266.

<sup>3</sup> Suff. Prob. Files, 6187; Suff. Prob. Rec., L. 31, f. 347.

of Mr Thomas Brintnall late of Winnisimmet," handed to the Court by his sister Esther, denote a student in the family.

" 1 Clock £8. 1 Desk with Drawers 72/ . . . . .	£ 11 " 12 " —
1 looking Glass 15/ five Vols of the Roman History 50/	4 " 7 " —
History of the World . . . . .	1 " 5 " —
Whistons Theory of the Earth . . . . .	15 " —
Doctr Hornecks 2 Volumes 24/ Coles Engr Dictionary 3/	1 " 7 " —
Baleys English Dictionary . . . . .	1 " — " —
Greek Lexicon 15/ Doctr Mathers Life 5/ . . . . .	1 " — " —
Greek Testament 4/ Lattin Testament 2/ . . . . .	6 " —
Tullys orations 1/ Psalm Book 4/ Bible 4/ . . . . .	9 " —
26 bound Books 30/ 30 stitched Books 10/ . . . . .	2 " — " —
Silver Watch 100/ bleu Great Coat 40/ . . . . .	7 " — " —

According to the deed of gift of 1721, on the death of Thomas Brintnall without heirs, the estate descended to Benjamin Brintnall, grandson of the grantee, John Brintnall, and son of John and Deborah Brintnall, then resident in Lynn. First, however, the farm was to be rented, and the rentals paid to the children of Lieutenant John Brintnall — Phœbe Sprague, John Brintnall, Mary Wigglesworth, James and Esther Brintnall — till each had received two hundred pounds. Phœbe Brintnall, widow of Lieutenant John Brintnall and daughter of Captain John Smith of the Ferry Farm, also held a life interest in the estate. According to the Chelsea vital records, she died in 1753, the 19th day of the second month. The children of John and Phœbe Brintnall were:

Phœbe, born November 22, 1691; married by Nicholas Paige, Justice of the Peace, January 25, 1709/10, to Stower Sprague of Malden, greatgrandson of Ralph Sprague and of Nicholas Stowers, the first settlers in Charlestown. She died March 15, 1741/2 — gravestone at Malden.\*

John, born November 3, 1693; married August 28, 1712, Deborah Mellins, daughter of William Mellins of Malden; was a tanner at Malden, a schoolmaster in 1721, in which year he sold his lands there;† he lived thereafter on a farm in Lynn given him and his son Benjamin by deed of gift from his father; he removed thence to Winnisimmet. His will was probated November 18, 1746.

\* Boston Rec. Com. Rep., ix. 249; Wyman; Suff. Deeds, L. 62, f. 117; there is a discrepancy of a year between her age as calculated from the dates of her birth and death, and her age as given on her gravestone.

† Boston Rec. Com. Rep., ix. 249; Wyman; Malden Vital Records; Corey, History of Malden, 360 note, 491, 492; Middlesex Probate Files, 1767.

Mary, married by Rev. Joseph Sewell, June 30, 1715, to Rev. Samuel Wigglesworth of Ipswich, son of Rev. Michael Wigglesworth of Malden. She died June 6, 1723, aged twenty-eight.\*

James, born November 18, 1699, married August 6, 1724, Mary Basset. She owned the covenant at Charlestown, April 18, 1725, was admitted to the church January 21, 1727/8, and had two children baptized there in 1725 and 1727. In 1727/8 James is spoken of as late of Charlestown, now of Falmouth in the County of York, Sadler. March 16, 1728/9, he had a son James baptized in the right of his wife by Rev. Thomas Cheever. Later Ebenezer Thornton obtained judgment for the rent (£3 per quarter) of a house near the North Battery, which James Brintnall, "Sadler or Gentleman," had occupied from April to October, 1729. In November, 1732, he dated a petition from Winnisimmet, and February 3, 1733/4, had a son Thomas baptized by Rev. Thomas Cheever. February 7, 1737/8, he was of Charlestown. He is described by his father, in his will, as "my unworthy son James," and by his widow, in applying for letters of administration in 1747, as "late an Ensign in Captain Winslows Company of Foot in y<sup>e</sup> Expedition to Carthegena."<sup>†</sup>

Esther, born July 5, 1701, married January 24, 1733/4, by Rev. Thomas Cheever, to Samuel West of Salem.\*

Thomas, born October 17, 1708; died in 1732.

Benjamin, born March 25, 1714; died April 13, 1714, aged twenty days.

Judging from the inventory of his estate November 22, 1731, John Brintnall was prosperous. The total sum, which included little land, as that had been conveyed to his sons by deeds of gift, was £885 4s. 6d. Among the items were: "Imprimis his Books," £3 18s.; "his goold & silver," £77 18s.; "peuter," £12; "the negro woman," £25; "the two negro men," £200; "the clock," £8. The appraisers were Joses Bucknam of Malden, Thomas Pratt, and Samuel Tuttle.\* John Brintnall attended the church in Malden. He died October 7, 1731, aged seventy years.

September 11, 1732, Phœbe Brintnall, widow, and John Brintnall were appointed to execute the will of Lieutenant John Brintnall in the place of Thomas Brintnall, deceased. November 6, 1732, James Brintnall petitioned that his mother and brothers

\* Boston Records; Felt, Ipswich, 282.

† Suff. Prob. Rec., L. 40, f. 116; Suff. Prob. Files, 8826; Suff. Deeds, L. 56, f. 16; Wyman; Rec. of Suff. County Court, 1727-1728, 313; 1729-1730, 202, 403, 404.

\* Suff. Prob. Rec., L. 30, f. 302; L. 31, f. 115; Suff. Deeds, L. 56, f. 16,

\* Suff. Prob. Files, 6157.

and sisters be cited to appear before the court in order to arrive at a better understanding of his father's will. Apparently, by a clause therein, John Brintnall intended to cancel all gifts to his son James, including possibly the legacy of £200 mentioned in the deed of gift of 1721. October 27, 1735, James Brintnall and Stowers Sprague complained to the court that four years had passed since their father died, and no account had been rendered, and no rent fixed on the farms, and they petitioned that the matter be examined into and the farms rented to the highest bidder. All concerned were cited to appear December 9, 1735; an account was placed on file; Samuel Watts was appointed guardian of "Benjamin Brintnall — a Minor aged about Twenty Years Son of John Brintnall of Winnisimit"; and February 25, 1735/6, John Brintnall and Samuel West of Salem became the guardian's bondsmen.<sup>10</sup> February 7, 1737/8, John Brintnall secured a release of the farm at Winnisimmet from the heirs of his father, — Mary Wigglesworth of Ipswich, granddaughter of John Brintnall, deceased, for £150; James Brintnall of Charlestown for £200; Esther and Samuel West of Salem for £300 in bills of credit; Phoebe and Stowers Sprague.<sup>11</sup> But he did not, apparently, end his indebtedness. In 1752, Samuel Wigglesworth and Thomas Cheever testified that he gave bond to Esther West to secure the legacy due her. After John Brintnall's death, Samuel West, June, 1748, sued his executors for twenty pounds still due, he claimed, on a debt of £60. The matter seems to have been difficult of adjustment, as Samuel Wigglesworth certified that he attended, as a witness in the case of Capt. Samuel West vs. John Brintnall's heirs, the court at Salem in 1748, and at Ipswich in 1752.<sup>12</sup>

John Brintnall, second of the name, was living in Lynn when his brother Thomas died in 1732.<sup>13</sup> July 8, 1733, he had a son Thomas baptized by Rev. Thomas Cheever. Presumably he was then living at Winnisimmet, though he was not dismissed from the church in Lynn until September 19, 1737, — the year when Benjamin Brintnall attained his majority, and the father and son thereby obtained an assured title to the farm. March 22, 1737/8, the South precinct in Malden voted "To grant y<sup>e</sup> request of m<sup>r</sup> Benj<sup>e</sup> Brintnall and others to buld a sete behind y<sup>e</sup> forth

<sup>10</sup> Suff. Prob. Rec., L. 29, ff. 266-271; Prob. Files, 6157, 6827.

<sup>11</sup> Suff. Deeds, L. 56, ff. 15, 16; L. 62, f. 117.

<sup>12</sup> Suff. Early Court Files, 45,726, 64,261, 69,392, 70,002.

<sup>13</sup> A farm in Lynn had been given him by his father. See Vital Records of Lynn for four children born there.

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Seat in y<sup>e</sup> mens side Gallery, and to have it for thear own, without any Disturbance."<sup>14</sup> After the settlement of Rev. William McClenachan over the Chelsea church in 1748, Benjamin Brintnall and his brother John transferred their membership from Malden church to Chelsea.

In 1740 John Brintnall and his son Benjamin divided the farm by a line running from the Mystic River northerly over the hill. The son received a deed of the eastern farmhouse with fifty-eight acres, and quitclaimed to his father the western farmhouse with sixty acres.<sup>15</sup> In July, 1743, the father and son exchanged farms. The right of dower of Phœbe Brintnall, widow of Lieutenant John Brintnall, was reserved.<sup>16</sup>

John Brintnall, second of the name, by will probated in 1746, gave the eastern farm to his son John Brintnall, — brother of Benjamin Brintnall, owner of the western farm, — subject to certain legacies to his six daughters, the maintenance of his widow, Deborah, and the right of three daughters, Phœbe, Deborah (born in Lynn, May 29, 1727), and Mehitabel, to live in the house until their marriage.<sup>17</sup> The other three daughters of John and Deborah Brintnall were Jemimah (presumably married Thomas Patten of Malden, December 4, 1745), Esther (born in Lynn, August 18, 1722; presumably married Nathan Dexter of Malden, June 26, 1744), Mary (born in Lynn, June 16, 1724; presumably married Nathan Shute, November 14, 1745).<sup>18</sup> Phœbe<sup>19</sup> was married by Rev. Phillips Payson to John Reed of Boston, September 14, 1758; Mehitabel to David Barker, December 27, 1759.

The intention of marriage of Benjamin Brintnall and Elizabeth Waite of Lynn was recorded in Chelsea, March 7, 1741. She died September 24, 1770, aged forty-eight. Their children, as recorded at Chelsea, were:

Benjamin,	born in 1743,	the 8th day,	10th month	(married Rachel, daughter of Samuel Watts, jr., <sup>20</sup> October 11, 1770).
Elizabeth	1745	23	12	(married Richard Floyd of Boston, June 30, 1768).

<sup>14</sup> Corey, 543 (note), 211, 610 (note).

<sup>15</sup> Suff. Deeds, L. 61, f. 80; L. 82, f. 268.

<sup>16</sup> *Ibid.*, L. 79, f. 131; L. 82, f. 267.

<sup>17</sup> Suff. Prob. Rec., L. 39, f. 243. For the inventory, see Prob. Files, 8608.

<sup>18</sup> Malden Vital Records.

<sup>19</sup> According to Wyman, born December 31, 1713.

<sup>20</sup> See chap. vii. Five children recorded at Chelsea, 1771-1778.

Esther	1747	21	7	(died 1747 - 8 10).
Ezra	1749	21	1	(married Elizabeth Watts, daughter of Samuel Watts, jr., June 2, 1774).
Abigail	1750	15	10	(married Joseph Oliver, <sup>21</sup> April 18, 1771).
Esther	1752	5	6	(married Tileston Clark, June 16, 1774).
Phebe	1754	26	9[?]	
Jonathan	1756	1	9	
Mary	1758	5	6	(baptized May 14, 1758).
Thomas	1760	3	1	(baptized January 6, 1760).
William	1761	28	7	(baptized August 2, 1761).
Samuel	1763	3	3	(baptized March 13, 1763).

The intention of marriage of John Brintnall of Chelsea and Deliverance Bean of Boston (born July 4, 1732, daughter of Caleb and Deliverance Bean),<sup>22</sup> was recorded in Chelsea, July 2, 1752, and in Boston, August 13. Their children were: John, born in 1753, the 24th day of the 8[?]th month; Deliverance, in 1755, the 12th day of the 11th month; William, in 1756, the 18th day of the 4th month; (died in 1758, the 6th day of the 1st month). The wife, Deliverance, died October 21, 1759, aged twenty-seven.

September 1, 1761, the town of Chelsea chose Benjamin Brintnall town clerk "in the room of m<sup>r</sup> John Brintnall who was gon in his Majestys Seruise." In April, 1761, the General Court voted to raise 3,000 men for garrison duty in order to release the regular troops for offensive warfare in the South. John Brintnall enlisted forty-five men, and served as Second Lieutenant under Captain Lemuel Bent from April 18 to December 13; under Captain Gideon Parker from December 13, 1761, to July 6, 1762. In the account of Captain Parker is a charge of £3 12s. for the passage of Lieutenant Brintnall, his sergeant, and his servant, from Halifax; in 1761, the servant was William Townsend, private. Brintnall served as Lieutenant from July 1, 1762, to January 1, 1763 (company unknown); and from January 2, 1763, to July 16, 1763, under Captain Wm. Barron.<sup>23</sup> February 20, 1764, Lieutenant John Brintnall and another were "drowned attempting to go to Castle William in a small Canoe."<sup>24</sup> His intention of marriage

<sup>21</sup> See E. D. Harris, *Descendants of Captain Thomas Brattle*, 63, note.

<sup>22</sup> Boston Records. Apparently John Brintnall attained his majority five years after his father's death. Suff. Prob. Files, 8608.

<sup>23</sup> Mass. Archives, xcviil. 425, 436; xcix. 146, 162, 168, 180a, 181, 200, 277.

<sup>24</sup> Church Records of Chelsea.

with Jerusha Blowers of Boston was recorded at Chelsea, April 3, 1763, and in Boston, March 31; the marriage itself is not on record in either place. At the time of his death he was school-master at Winnisimmet.<sup>25</sup>

By deed in 1761 from his brother, and by bond of May 28, 1764, to pay an annuity to his mother, Deborah, Benjamin Brintnall obtained title to the eastern farm.<sup>26</sup> In April, 1768, the mother Deborah died, aged seventy-three years. She had been schoolmistress at Winnisimmet in 1755; Jan. 13, 1752, the selectmen's records state that the "Widow Brintnall" was willing that those ill of the smallpox should be removed to her house. March 6, 1769, Benjamin Brintnall was living apparently in the eastern house, as when he conveyed the title of seventy-seven acres and the westerly farmhouse to Jonathan Green, a bond was drawn for the peaceful removal from that house of the family of Stephen Greenleaf before March 16.<sup>27</sup> Jonathan Green and Benjamin Brintnall were kinsmen. In 1712 the parents of the latter chose their uncle Josias Bucknam their guardian. Lydia Bucknam, the sister of Josias, was the mother of Jonathan Green.<sup>28</sup> Benjamin Brintnall continued to live in the eastern farmhouse after its sale to Green in 1772, and there seems to have been an agreement by which he might, under certain conditions, redeem it for £361 18s. 2d.<sup>29</sup> Benjamin Brintnall held many town offices, including that of town treasurer; he was chosen a deacon in the church in 1749. Occasionally he taught the school at Winnisimmet. Many legacies and large families were a heavy burden; in the latter years of their ownership, the farms of Benjamin and John Brintnall were encumbered by a long series of mortgages.<sup>30</sup> August 3, 1780, Deacon Benjamin Brintnall married Rebecca, daughter of Rev. Joseph Emerson of Malden and widow of Jacob Parker; thereafter he lived in Malden, where he died July 26, 1786, aged seventy.]

<sup>25</sup> Abigail Hawks was paid £1 13s. 4d. for "Bording mr John Brintnall Deceased the Town's School master five weeks" in January and February, 1764, at 6s. 8d. per week. Chamberlain MSS., v. 57. Also *ibid.*, 95.

<sup>26</sup> Suff. Deeds, L. 95, f. 209; Prob. Files, 8608.

<sup>27</sup> Rough draft in Chamberlain MSS., iii. 121.

<sup>28</sup> S. S. Greene, Descendants of Thomas Green of Malden (1858), 32.

<sup>29</sup> Chamberlain MSS., iii. 135.

<sup>30</sup> Suff. Deeds, L. 60, f. 79; L. 65, f. 70; L. 81, f. 222; L. 83, f. 14; L. 82, f. 269; L. 95, ff. 210, 211; L. 97, ff. 222, 223; L. 100, f. 25; L. 104, f. 219; L. 105, f. 145, etc.



## APPENDIX 7

JONATHAN GREEN was of Stoneham, where his family had long lived. [According to W. B. Stevens, History of Stoneham,<sup>1</sup> he was the son of Jonathan, and grandson of Samuel, Green of Malden; was born in that town November 23, 1719; but when a boy was carried to Stoneham on his father's removal thither. He had served the town of Stoneham as town clerk and town treasurer for twenty years, and had also been active in the militia, — holding the rank of Captain.] On his removal to Chelsea in 1769 he became, as he had been in Stoneham, an important citizen, — was assessor, town clerk, [selectman, town treasurer] and representative to the General Court. Hon. Samuel Watts was his neighbor, only a road separating their estates. He was one of the administrators of Watts' estate, and as such hunted up the papers which in London, or in Boston, had been used in defending the Bellingham Will suits, of which we shall hear much, — mainly from papers preserved by Jonathan Green.

In the War of the Revolution, Mr. Green was efficient in many ways. His house was on the hill now belonging to the United States, across the Mystic from Bunker Hill; and from it he and many other people from Chelsea and other towns witnessed the battle of the seventeenth of June, 1775. His estate, near the British lines, was so accessible by water to General Howe's troops, that the Committee of Correspondence ordered him to remove his live stock to Stoneham.<sup>2</sup> His farm houses and barns were used for barracking our "Main Guard" then commanded by Lieutenant-Colonel Loammi Baldwin.

"This certifies that our main Gard that was kept at Winnesimmet made use of the two Dwelling houses Belonging to Capt. Jonathan Green at s<sup>d</sup> winnesimmet from September to January Last past.

March y<sup>e</sup> 28<sup>th</sup> 1776.

Loammi Baldwin Colo." <sup>3</sup>

"Dec<sup>r</sup> y<sup>e</sup> 23<sup>d</sup> 1775 the Officers of the Companies stationed at Chelsea to Jon<sup>a</sup> Green D<sup>r</sup> To two Cords one foot & a half of

<sup>1</sup> Pages 65, 99-104. See also S. S. Greene, Descendants of Thomas Green of Malden, 32; Corey, Malden, 501, 632.

<sup>2</sup> See *infra*, the itemized account of the damages he sustained from the war. Chamberlain MSS., v. 175-177.

<sup>3</sup> A. D. S. Chamberlain MSS., vi. 23.

wood Delivered at the Gard house at winnesemmit for the use of the Gard since the first day of this Instant

Jon<sup>a</sup> Green." <sup>4</sup>

On this estate, in 1779, Jonathan Green boarded the town schoolmaster at Winnisimmet four weeks at £3 10s. per week; and in 1780 for nine weeks at £12 per week, — such had been the depreciation of paper money. Two and one-fourth cords of wood for this school cost the town £135.<sup>5</sup>

[December 21, 1785, Jonathan Green conveyed to Josiah Capen of Chelsea, Gentleman, one hundred fifteen acres "with two dwelling houses three barns one Cyder house one chaise house one wood house one little house bounded Southerly on the river that runs from Boston to Medford to Low water mark westerly and Northwesterly on the mill river partly and westerly partly on Marsh of Thomas Sergeant Northerly on Marsh of Moses Collins and also westerly on said Collins marsh Northerly Northeasterly and Easterly on the Island end river so called and Easterly on land of Samuel Watts excepting out of said piece of Land the road or way that goes by said Easterly house." By the same deed he conveyed four acres in the dammed marsh, in what was formerly the Tuttle farm (in what is now Revere). The lands were conveyed subject to a mortgage of 480 "pounds of lawful silver money" to Ebenezer Putnam of Salem, physician. December 22, 1785, Josiah Capen mortgaged the land to Jonathan Green to secure a part of the purchase money, and August 28, 1787, quitclaimed the land to Jonathan Green of Stoneham for £700, and a release from his mortgage bond. He included also in the conveyance a pew in the southeast corner of Chelsea meeting-house between the pews of Samuel Watts and Samuel Pratt.<sup>6</sup>]

<sup>4</sup> Chamberlain MSS., iii. 149. [Draft in handwriting of Jonathan Green. He delivered four cords six feet of wood at the guard house between October 1 and November 25, 1775. *Ibid.*]

<sup>5</sup> Chamberlain MSS., vi. 125, 163. [Bills in the handwriting of Jonathan Green, with the order for payment endorsed on the back. For boarding the schoolmaster in March and April, 1779, Green charged £4 16s. a week. *Ibid.*]

<sup>6</sup> Suff. Deeds, L. 154, ff. 71, 73; L. 161, f. 29. [Stevens states that Green returned to Stoneham in 1786 and was "the most active man of the town in public affairs." In 1836, Sarah Green of Stoneham testified that she had lived in Jonathan Green's family for one year from April, 1785, and that he removed to Stoneham in April, 1786. Peter Green *et al.* v. Chelsea, March term of the Superior Court, 1836. He was chosen selectman of Stoneham in 1788, town clerk in 1789. He represented Stoneham in the Convention that ratified the Federal Constitution. He died August 25, 1795.]

## APPENDIX 8

## DYKE AND DAM AT ISLAND-END RIVER

AMONG the old Chelsea marshes—such as “The College Marsh,” “The Town Marsh,” “The Dammed Marsh”—was that which, without any descriptive name, lies between Chelsea and Everett and stretches from the mouth of Island-End River to the foot of Powderhorn Hill. Originally this marsh was intersected by several creeks which were navigable by shallow boats, and at high tide the whole was covered by water.

In the lifetime of Hon. Samuel Watts, and of his brother Daniel, the principal owners of this marsh, there appears to have been no attempt to exclude the tide waters from overflowing it; but when, near the close of the last century, it had chiefly passed from those families, the several proprietors united for the building of a dyke and dam, and February 17, 1789 [Samuel Danforth (son-in-law of Hon. Samuel Watts)], Samuel Watts (son of Hon. Samuel Watts), Benjamin Blaney (then owner of the estate on County Avenue, later known as the Heard Estate), Isaac Smith, Daniel Waters, Ezra Sargent, Nehemiah Oakes, Calvin Chittenden, Moses Collins, Jonathan Green, Mary Haugh (Hough), Joseph Whittemore, and Aaron Dexter, proprietors of a marsh lying on each side of Island River, running into Malden [later Everett], and Chelsea, were authorized “to make and maintain a dam for the purpose of fencing out the sea from the said marsh.”<sup>1</sup>

February 3, 1791, Jonathan Green, then owner of the United States Hospital grounds, with some adjacent marsh land, sold

<sup>1</sup> Massachusetts Acts and Resolves, chap. 74 Acts of 1788. [The petition to the Legislature, dated January 15, 1789, was signed by all the proprietors of the marsh except Mrs. Haugh, who was living at a distance. The marsh contained about three hundred acres. The dam was to be built across Malden River above the landing-place; and the dyke was to run from the dam across the marsh to the upland on Captain Jonathan Green's farm. Its situation can be seen on the plan of the Naval Hospital grounds drawn by S. P. Fuller, December, 1827, in the Massachusetts Archives. For the ownership of this marsh, see chap. vii. appendix.]

to the same proprietors one and one-half acres of "marsh land where the said Dyke now is, being of an equal width from the River to the Upland — and also twelve feet in Width all the way from the River to the Upland on each side of said Dyke." \*

\* Suff. Deeds, L. 171, f. 248.

## APPENDIX 9

HON. JOHN LOW, a surveyor thoroughly acquainted with Chelsea, says that the original Maverick Ferry Landing was westerly of Chelsea Bridge, and that Richard Bellingham, after his purchase of that part of the Maverick estate to the east thereof, built a new landing on his own estate, between the present bridge and ferry landing. There is much to confirm this statement. That there were old ferryways not far easterly of the bridge I personally know, as the late James Hovey and myself, near neighbors, often made use of them in bathing, summer mornings long before the world was up. [When Benjamin Brintnall, in 1769, conveyed to Green the westerly seventy-seven acres of the estate, — retaining the easterly forty acres, — the east bound of the land sold began "at the Southeast corner, of said tract of land, at a heap of stones on the edge of the bank, at the Sea, a little Northeast of the old Winnessimmet Ferry Ways so called," and ran northeasterly over the hill, and across the marsh about two rods, to a ditch in the marsh; thence southwest to Mill River. This proves conclusively that at some time in the past there were ferryways on what is now the Naval Hospital estate. The same deed gave to Green "forever, an uninterrupted passing open way, the whole wedth between the bank of said Sea, up to my inclosure from the South easterly corner of said tract of land Eastwardly to the open County Road forever, (to lay common for ever for the use of the said Jonathan Green . . . and all other persons that have any concerns with him or them)." This grant of a right of way would not have been necessary if the public road from Winnisimmet Ferry started at that time from the beach at the eastern corner of the estate conveyed. In 1713, Edward Watts, who had recently taken possession of the Ferry Farm, petitioned for leave to erect a gate on the road between his house and that of John Brintnall, on the ground that such had been the custom "above these fifty years."<sup>1</sup> Obviously the

<sup>1</sup> Mass. Archives; *infra*, chap. xxv. appendix.

ferry must have started from a landing on the Ferry Farm at that period, as a gate, on the road from Lynn to the ferry, would have obstructed travel too seriously, and would not have been desired by the owner of the ferry franchise. In 1836 Sarah Green testified that in 1785 the ferryways stood "opposite said Watts' tavern house. They went nearly straight up towards said house."<sup>2</sup> Until the laying out of the Salem Turnpike, the road which ran "Westerly of Winnesimit Ferryways" was the only connection of the Brintnall, later the Green, farmhouses with the outer world by land.] The southerly boundary in Green's deed to Dexter was partly on the Mystic River and partly on the old road, which indicates that it went westerly of the bridge, through the United States grounds, to the original ferry landing. This piece of upland and flats not included in Dexter's purchase had been used for many years as a town landing, and the town's title to it rested on long possession. April 7, 1806, a committee was appointed by the town "to treat with William Hall respecting building a wharf on the Town Landing near Chelsea Bridge"; but May 5, the town voted not to accept his proposal.

The heirs of Jonathan Green, who died at Stoneham in 1795, brought suit for the property, and prevailed in the Supreme Court.<sup>3</sup> The case of Peter Green *et als. v. Chelsea*, March 1, 1836, is No. 125 on the docket; and among the papers are references to the title from Samuel Maverick, votes of Boston and Chelsea, and the deposition of Rebecca Hays, daughter of Jonathan Green, who lived on the place some years. What disposition the Greens made of the place, I am unable to say. It now belongs to the United States. [The land conveyed by Green to Dexter in 1791 was bounded "Southerly partly on the road that goes Westerly of Winnesimit Ferryways, & partly on the River that goes from Boston to Medford." When the Salem Turnpike was laid out, it passed the gate to Dr. Dexter's farm, 565 feet to the southwest of his boundary line. Thus the gate to the farm was not placed in the old road, which followed the shore from the Ferry landing, at the boundary of the Ferry Farm, but at a point some little distance to the west thereof. According to the conveyance from Green, the farm was bounded southerly by the old road from the Ferry Farm to this gate; the shore and flats which lay to the south thereof were ignored. June 13, 1805, the town voted not

<sup>2</sup> Suff. Court Files, Superior Court, term of March 1, 1836, *Peter Green et al. v. Chelsea*. The site of this old landing on the Ferry Farm is marked on the plan in Suff. Deeds, L. 351, f. 153.

<sup>3</sup> 24 Pickering's Reports, 71.

to discontinue the road from Mr. Williams' (owner of the Ferry Farm) to Dr. Dexter's gate, as requested by the Directors of the Salem Turnpike and Chelsea Bridge Corporation. The land which Green's heirs contested was this strip of upland and flats which lay west of the westerly bound of the Ferry Farm, then owned by the Winnisimmet Company, and southeast of Chelsea Bridge and the town road south of the Salem Turnpike. These lands were leased by the town of Chelsea to Thomas Williams in 1831 for ten years, and Williams transferred this lease to the Winnisimmet Company.<sup>4</sup> This was not the first lease. In 1825 Chelsea voted to lease for a year the landing near Chelsea Bridge to J. Pierce and T. Green for three dollars fifty cents. In May, 1829, it was leased to S. Chittenden; in 1830, for one year, to Thomas Williams. Wharf rights along the water front were beginning to be of value. The heirs of Jonathan Green conveyed to Benjamin Brintnall, shipwright, of Charlestown, in 1832, one hundred feet of the shore adjoining on the east the Ferry Farm. After several changes of ownership this came, in 1844, into the possession of the Winnisimmet Company, — the price mentioned in the conveyance of 1832 being \$200; in that of 1844, \$2,000, subject to a mortgage of \$1,500. The westerly portion of the flats, — between the land conveyed to Brintnall and Chelsea Bridge, — after many changes of ownership was divided, in 1850, between William Earl and G. W. Gerrish. The frontage on the turnpike was 235 feet for each proprietor; the premises were used for wharfage purposes. (Suff. Deeds, L. 362, f. 52; L. 464, f. 33; L. 520, f. 83; L. 600, f. 296; L. 361, f. 294; L. 371, f. 256; L. 362, f. 79; L. 371, f. 115; L. 414, ff. 120, 121; L. 464, f. 33, etc. A plan of the division between Earl and Gerrish is recorded in Suffolk Deeds, L. 612, f. 90.)]

<sup>4</sup> See chap. vii.

## CHAPTER IV

## THE INDIANS AT WINNISIMMET

WHEN Samuel Maverick built his Palisade House at Winnisimmet, the region was inhabited by Indians, though greatly reduced in numbers by two causes. In 1615 the Tarratines, a powerful tribe easterly of the Penobscot, made war with the Pawtuckets, whose lands extended from the Charles to the Piscataqua, including Winnisimmet, Rumney Marsh, and Pullen Point. This war was disastrous to the Pawtuckets, of whom were the Rumney Marsh Indians.<sup>1</sup> The other cause, the plague of 1616, more fatal than war and less discriminating, ravaged the New England coast.

The chief of the Pawtuckets was Nanepashemet of Lynn until the war with the Tarratines, when for safety he removed to the Mystic, near Medford, where he built a fortified house;<sup>2</sup> but that did not protect him, for he was killed in 1619. He left a widow, three sons, and a daughter. Their English names were Sagamore John of Mystic, and sometime of Winnisimmet; Sagamore James of Lynn; and Sagamore George of Salem, who, surviving his mother and brothers, became sachem of his tribe.<sup>3</sup> The daughter was Yawata. After Nanepashemet's death his widow gathered the remnant of the tribe to the Mystic, where she governed it, leaving local rule, however, to

<sup>1</sup> "Until the year 1738 [1739], the limits of Boston extended to Saugus, including Chelsea, which was called Rumney Marsh. Part of this great marsh is now [1844] in Chelsea and part in Saugus. The Indians living on the borders of this marsh, in Lynn and Saugus, were sometimes called the Rumney Marsh Indians." Lewis, in Lewis and Newhall, *History of Lynn* (1865), 39.

<sup>2</sup> On Rock Hill, from which he watched the canoes of the hostile Indians on the Mystic River. *Proc. Mass. Hist. Soc.*, vi. 363; Drake, *Middlesex*, ii. 160.

<sup>3</sup> He died in 1684, aged 68. Eaton, *Hist. of Reading*, 30.



her sons. Before 1635 she married Webcowet, — medicine man of the tribe, — who became sachem in her right. She died [about 1650].<sup>4</sup>

Sagamore John, as has been said, lived sometime by the Mystic, and later at or near Winnisimmet.<sup>5</sup> The Charlestown records say that when the Spragues came from Salem to Charlestown in the summer of 1628, they "lighted of a place situate and lying on the north side of Charles river," full of Indians, called Aberginians. Their old sachem being dead, his eldest son, by the English called John Sagamore, was their chief, and a man naturally of a gentle and good disposition; . . . About the months of April and May, in the year of our Lord 1629, there was a great design of the Indians, from the Narragansetts, and all round about us to the eastward in all parts, to cut off the English; which John Sagamore, who always loved the English, revealed to the inhabitants of this town."<sup>6</sup>

After a year's acquaintance with the Indians about Boston Bay, Thomas Dudley wrote to the Countess of Lincoln that,

"Upon the river of Mistick is seated sagamore John, and upon the river of Saugus sagamore James, his brother, both so named by the English. The elder brother, John, is a handsome young man, [one line missing] conversant with us, affecting English apparel and houses, and speaking well of our God. His brother James is of a far worse disposition, yet repairth often to us.

\* [Corey, Malden, 37, note 57. Her connections seem to have been chiefly with Cambridge, as the location of the Indian huts on Wood's and Winthrop's maps would lead us to expect.]

<sup>5</sup> Wood's Map of 1633 (Young, *Chronicles of Mass.*, 380) places Sagamore John [above Newtown, across the Mystic from] Medford; [also the Winthrop Map in *Nar. and Crit. Hist. of Amer.*, lii. 380;] but he had several residences. Corey (Drake, *Middlesex*, ii. 113, [*Hist. of Malden*, 37]) says he dwelt upon the creek which runs from the marshes between Powder Horn Hill and Winnisimmet, that is, on Island-End River, at Sweetser's or Beacham's Point in Everett. I think he was there when Maverick ministered to those of his tribe stricken with smallpox. [Hutchinson (edition of 1795) writes "John, Sagamore of Winisimmet, and James of Lynn, with almost all their people, died of the distemper." *Hist.*, i. 38, note. See also p. 408; p. 410 "John at Medford"; also Savage, *Winthrop*, i. 62. October 11, 1631.]

<sup>6</sup> See Dudley's letter, Young, as above, 306. "Upon the river of Mystic."

<sup>7</sup> *Ibid.*, 374, 377.

Both these brothers command not above thirty or forty men, for aught I can learn." \*

December 5, 1633, Governor Winthrop recorded, as has been said, that

"John Sagamore died of the small pox, and almost all his people; (above thirty buried by Mr. Maverick of Winesemett in one day). The towns in the bay took away many of the children; but most of them died soon after.

"James Sagamore of Saugus died also, and most of his folks. John Sagamore desired to be brought among the English, (so he was;) and promised (if he recovered) to live with the English and serve their God. He left one son, which he disposed to Mr. Wilson, the pastor of Boston, to be brought up by him. He gave to the governour a good quantity of wampompeague, and to divers others of the English he gave gifts, and took order for the payment of his own debts and his men's. He died in a persuasion that he should go to the Englishmen's God. Divers of them, in their sickness, confessed that the Englishmen's God was a good God; and that, if they recovered, they would serve him.

"It wrought much with them, that when their own people forsook them, yet the English came daily and ministered to them; and yet few, only two families, took any infection by it. Among others, Mr. Maverick of Winesemett is worthy of a perpetual remembrance. Himself, his wife, and servants, went daily to them, ministered to their necessities, and buried their dead, and took home many of their children. So did other of the neighbours." \*

I now bring together such incidents as I have found respecting the tribe of Indians to which those of Winnisimmet belonged.

In a Court at Watertown, March 8, 1631. "Vpon a complaynte made by Saggamore John & Pet<sup>r</sup> for haueing 2 wigwams burnt, which, vpon examinacon, appeared to be occasioned by James Woodward, serv<sup>t</sup> to S<sup>r</sup> Rich: Saltonstall,

\* Young, *Chronicles of Mass.*, 306.

\* Savage, *Winthrop*, i. 119. This testimony, already quoted in part, places "Mr. Maverick," now known to have been Samuel Maverick of Winnisimmet, in an amiable light. He had had a sharp encounter, a few years before, with the Indians, — possibly with some of those whom he now befriended. 2 *Proc. Mass. Hist. Soc.*, i. 236.

it was therefore ordered, that S<sup>r</sup> Richard should satisfie the Indians for the wronge done to them, (which accordingly hee did by giueing them 7 yards of cloath,) & that his said serv<sup>t</sup> should pay vnto him for it, att the end of his tyme, the some of 1<sup>s</sup>." <sup>10</sup>

March 26, 1631. "John Sagamore and James his brother, with diuers sannops, came to the governour to desire his letter for recovery of twenty beaver skins, which one Watts in England had *forced* him of. The governour entertained them kindly, and gave him his letter with directions to Mr. Downing in England, etc." <sup>11</sup>

At a General Court in Boston, May 18, 1631, "Chickataubott and Saggamore John promised vnto the Court to make satisfacōn for whatsoeuer wronge that any of their men shall doe to any of the Englishe, to their cattell or any oth<sup>r</sup> waies." <sup>12</sup>

July 13, 1631. "Canonicus' son, the great sachem of Naraganset, come to the governour's house with John Sagamore. After they had dined, he gave the governour a skin, and the governour requited him with a fair pewter pot, which he took very thankfully, and stayed all night." <sup>13</sup>

August 8, 1631. "The Tarentines, to the number of one hundred, came in three canoes, and in the night assaulted the wigwam of the sagamore of Agawam, by Merimack, and slew seven men, and wounded John Sagamore, and James, and some others, (whereof some died after,) and rifled a wigwam where Mr Cradock's men kept to catch sturgeon, took away their nets and biscuit, etc." <sup>14</sup>

September 17, 1631. "Mr. Shurd of Pemaquid, sent home James Sagamore's wife, who had been taken away at the surprise at Agawam, and writ that the Indians demanded [ ] fathom of wampampeague and [ ] skins for her ransom." <sup>15</sup>

April 16, 1632. "The messenger returned, and brought a letter from the governour [of Plymouth], signifying, that

<sup>10</sup> Mass. Col. Rec., i. 84. [Sir Richard Saltonstall was of Watertown.]

<sup>11</sup> Savage, Winthrop, i. 49.

<sup>12</sup> Mass. Col. Rec., i. 87.

<sup>13</sup> Savage, Winthrop, i. 58. [See also i. 52. April 4, 1631.]

<sup>14</sup> *Ibid.*, 59, 60. [Mr. Cradock's farm was on the upper Mistick; Agawam was later named Ipswich.]

<sup>15</sup> *Ibid.*, 61.

the Indians were retired from Sowams to fight with the Pequins, which was probable, because John Sagamore and Chickatabott were gone with all their men, viz., John Sagamore with thirty, and Chickatabott with [ ] to Canoniscus, who had sent for them." <sup>16</sup>

At a Court, Boston, September 4, 1632. "Saggamore John, &c pnisied against the nexte yeare, & soe euer after, to fence their corne against all kinde of cattell." <sup>17</sup>

November 7. "It is ffurther agreed, that S<sup>r</sup> Richard Saltonstall shall giue Saggamore John a hogshead of corne for the hurt his cattell did him in his corne." <sup>18</sup>

Sagamore John seems to have been friendly to the English; and they just to him. Sagamore James died young, in 1633, and therefore was little known by the Winnisimmet people. He lived at Saugus,<sup>19</sup> and married the daughter of Passaconaway, the noted chief at Penacook (Concord, N. H.).

On the death of John and James, the succession passed to their brother, Sagamore George, subject to the supreme authority of his mother, Squaw Sachem, widow of Nanepashemet. His jurisdiction, at first over Lynn and Rumney Marsh, after his mother's death, extended north and east of the Charles to the Piscataqua. His immediate possessions were in Winnisimmet, Rumney Marsh, Saugus, and Lynn;<sup>20</sup> and his immediate subjects, the Rumney Marsh Indians. About 1676 his family removed to the vicinity of Lowell. In the war with the Wampanoags, the same year, he joined King Philip, was taken prisoner, and carried as a slave to Barbadoes, whence he returned. Born in 1616, married to a daughter of Poquanum, who lived in Nahant, he died in 1684, at the house of James Rumney Marsh, the son of his sister

<sup>16</sup> Savage, Winthrop, i. 72.

<sup>17</sup> Mass. Col. Rec., i. 99.

<sup>18</sup> *Ibid.*, 102.

<sup>19</sup> [See the location of the Indian huts on Wood's and Winthrop's maps, in Lynn (then Saugus) across the river from Rumney Marsh.]

<sup>20</sup> [The jurisdiction and the immediate possessions of Sagamore George seem to have been confined to the region about Salem and Lynn until after the death of the Squaw Sachem. In 1644, with other Indian chiefs, she signed a document placing herself under the jurisdiction of the Massachusetts Government. During her lifetime friendly relations seem to have been maintained. She died about 1650. Corey, Malden, 33-37. The authority for the statement in the text is Lewis, History of Lynn.]

Yawata.<sup>21</sup> He left a son and three daughters, the latter of great personal attractions.

Sagamore George made trouble for the landowners in Rumney Marsh and adjacent towns. For more than ten years, sometimes by suit in the inferior courts, and at others by petition to the General Court, he pursued them for lands unjustly withheld, as he claimed. One of his petitions is preserved in the Massachusetts Archives:<sup>22</sup>

"To y<sup>e</sup> Right Worth y<sup>e</sup> Go<sup>r</sup>no<sup>r</sup> the Worth Dept-Gov<sup>r</sup>no<sup>r</sup> & Magistrates of this hono<sup>r</sup>d Courte,

"The humble Petticon of George Indian, humbly Requesting Whereas yo<sup>r</sup> Peticon<sup>r</sup> hath often besought this hono<sup>r</sup>d Courte to consider his Condicon, & weighing such Grounds & euedenc as he hath produced to declare & manifest his interest & Just Tytle to the Lands of his late brother deceased, on mistick side, & conceiueing the hono<sup>r</sup>d courte to be soficiently informed & possessed with the truth & equitie of his Cause in & aboute the same, That now at Last out of yo<sup>r</sup> Great clemency & Compassion towards yo<sup>r</sup> poore Indian & Petitioner, you will bee pleased to vouchsafe him somme smalle parte parcell or proportion of his inheritanc Land for himselfe & Company to plant in, which he only is bould to put you in Remembranc of as hertofore not doubting of his grante from yo<sup>r</sup> Greate fauor toward him, whoe is willing to be now & euer

An humble serv<sup>t</sup> to this honuered Courte & Country

George Indian.

in Answer to this petition the Dept<sup>s</sup>. thinke that the petitione<sup>r</sup> be referd to bring his action in some inferio<sup>r</sup> Court Accordinge to law (aganist any y<sup>t</sup> w<sup>h</sup>hold it vnjustly from him) w<sup>th</sup> Refenc to y<sup>e</sup> Consent of y<sup>e</sup> hono<sup>r</sup>d magis<sup>ts</sup>. herevnto

William Torrey, *Cleric*

The Mag<sup>ts</sup> Consent heereto.

Edw. Rawson, *Secret<sup>y</sup>*"

<sup>21</sup> Daughter of Nanepashemet. She had a son, Muminquash, in 1636, called James Rumney Marsh. [Corey, *Hist. of Malden*, p. 48, note 98, contradicts the statement of Lewis on this point.] They removed to Natick.

<sup>22</sup> Vol. xxx. 19. [The original petition with the endorsements thereon. The order of the Court in its final form is in *Mass. Col. Rec.*, iv. Pt. i. 52, under date of May 22, 1651; also in lii. 233. The third volume of the Colonial Records dates all entries from the first day of the session, hence the order appears in the latter as of date May 13.]

Appended to this is the following deposition:

"Quachamaquine saith: when George Indians brother was sick of the pox before his death he spake to him & Egawam with him & said when I die I giue all my wompam & Coates & other things to my mother & all my ground to my owne brother meaning the Ground about powder horne hill, vnles his own sonne did liue but if his sonne dyed then none to haue the Ground but his brother George Indian, and Egawam saith the same; & they both say that seauen dayes after this John Sagamore George's Brother dyed  
21 <sup>a</sup>/<sub>mo</sub> 1651

These annoyances drove the Rumney Marsh people to the General Court.

"To the Right wo<sup>r</sup> John Endicot Gouo<sup>r</sup>; the . wo<sup>r</sup> Thomas . Dudley - Deputie - Gouo<sup>r</sup>: w<sup>th</sup> the, rest of the Magistrats - & Deputies. of the Generall Court now Assembled. in Boston -

The . humble Petition of John Newgate , John Coggine. Robert Keayne - Samuell . Cole; Nicholas . Parker; & other inhabitants . of Rumne - Marsh

*Showeth:*

That whereas this Honored Cowrt hath formerly giuen that necke of Land, caled by the Name of Rumne Marsh; diuers yea's since to Boston, for the accomodation of that Towne and ye Townsmen thereof hath deuided the same to many of there Inhabitants, some whereof hath sould & passed ouer there. Alotments to others, and many alsoe haue bought much of there Land there, and Layd owt the greatest pt of there estates, in Buildinge . ffensing . plantinge &c/ and haue inioyed the same peacably for these sixtene yea's & vpwards; as is the Condition of most of yo<sup>r</sup> Petitione's : And yet now haue the Title of there Land called into Question, by Sagamore George an Indian , by some pretence of clayme that he makes thereto, and vpon that pretence . (though . he haue lyen quiet soe many yea's & neuer made any clayme thereto) yet lately, by the instigation of some discontented, or disaffected persons as we verely suppose, he hath bine full of molestation to yo<sup>r</sup> Petitione's. and hath by way of Petitions brought vs twice into the Gene<sup>r</sup> Cowrt, who after strict inquire . by Committes chosen on purpose to examine it - fownd no Just grownd of clayme, & therevpon reiected his Petitions . yet after

this. by Petition agayne, he brought vs before owre Honored Magistrates . at a Cowntie Cowrt at Boston . who after hearinge all that he could aledge, & some that pleaded for him, it was determined . that they saw no right he had, nor any Just grownd of his molestations . but that he ought to be qwiet, w<sup>th</sup> w<sup>ch</sup> we thought he had bine fully satisfied, and that we should neuer haue heard more of it, yet the Last Cownty . Cowrt at Boston, he served vs all agayne by way of Action, wher after we had attended all that Cowrt, we at Last Nonsuted him, & had costs granted vs. And yet he still thretens vs w<sup>th</sup> farther sutes.

Vpon all w<sup>ch</sup> growndes, as alsoe because this is not ow<sup>r</sup> Case alone, but the Case of many other Townes, & soe by Consequence of the whole Cuntrye; for if he can preuayle to draw vs to any Composition, or to pt w<sup>th</sup> any of ow<sup>r</sup> Land . then he intends to doe the Like to Lyn. &c/ as he hath threatened. And accordinge to his successe othe<sup>r</sup> Indians wilbe incoraged to lay clayme, not only to the flarmes belonginge to other Townes, but to the Townes them selues, as some haue bine forward enough to expresse them selues that way

Therfo<sup>r</sup> yo<sup>r</sup> Petitione<sup>rs</sup> pray this Honored Cowrt to take it into there wise Consideration and to provide some way by some Order of Cowrt, that no Indian shall make clayme nor any of the English shall tender composition, after soe many years qwiet possession as some other Cowrts haue done, or how else you in yo<sup>r</sup> wisdomes shall Judge . best, that soe not only yo<sup>r</sup> Petitioners may haue Indemnitie agaynst such continuall and vniust molestations (haneinge no other way to helpe ow<sup>r</sup> selues . for if we recouer any thinge - they haue nothinge to pay) but alsoe the whole Cuntry may be cleared from such pretended Titles . w<sup>ch</sup> if not timely preuented may proue of very bad Conseqwenc to diuers Towneshipes - if not to the whole Cuntry . by the said effects there of

And yo<sup>r</sup> Petitione<sup>rs</sup> shall euer pray: &c/.

(The Depu<sup>ty</sup> thinke meete to graunt this petition Pvided that the petition<sup>rs</sup> Lay out forty Acers of good plantinge Land in some convenient place such as this Court shall approue off for Sagamore George to make vse of, w<sup>th</sup> Reference to the Consent of o<sup>r</sup> honou.<sup>r</sup>d mag- is<sup>ts</sup> hereto William Torrey *Cleric.*)<sup>22</sup>

Robert Keayne  
John Cogan  
John Newgate  
James Penn  
Samuelle Cole  
George Burden

The Magistrates agree to the Deputies returne, if instead of 40; 20 be granted . & if George Sagamo<sup>r</sup> shall sell it to any othe<sup>r</sup>

<sup>22</sup> [The vote enclosed in parentheses is cancelled in the original.]

that the Petition<sup>rs</sup> shall haue the refusall thereof. And if the Petition<sup>rs</sup> shall not yeald to lay out 20 acres good planting ground as in the retorne is specified then the said Sagamo<sup>r</sup> is p<sup>er</sup>mitted the benefit of the law to recouer what right he hath to the Land. if their bretheren the depu<sup>ts</sup> Consent heereto.

Edward Rawson *Secre<sup>ty</sup>*

The Depu<sup>ts</sup> Consent to o<sup>r</sup> hono<sup>rd</sup> magist<sup>rs</sup> hereto

W<sup>m</sup> Torrey *Cleric.*<sup>24</sup>

Sagamore George brought actions in which he was defeated, and pestered the General Court by petition until, out of patience, it declared, May 19, 1669, "that his clajme mentioned in his petition concernes not the Generall Court to determine, but leaue him to the propieto<sup>r</sup>s of the land to give him as they & he shall agree."<sup>25</sup> I have given on another page all that is known of his later life.

There is abundant evidence that the colonists as a whole, acting from their own impulses, as well as upon explicit and repeated instructions from the Company in England, treated the Indians fairly well. They purchased their lands at prices deemed equitable by both parties; they gave them equal protection with the whites before the law; and they honestly endeavored to bring them under the influences of civilization and Christianity, but with little success. Regular industry was distasteful to the savage, and the restraints of his new mode of life galling. He soon found that even a partial occupation of the lands which he had sold to the white settlers interfered with his hunting and fishing, and he regarded exclusion from any part of the soil, over which he roamed at will, as unjust. The General Court made many enactments between 1630 and 1640 to secure his rights as well as the safety of the colonists. Samples are these: [No one could employ or, if it was in his power to prevent, permit an Indian to] use a gun on any occasion or pretext under penalty of fine and imprisonment unless, as was provided after some

<sup>24</sup> Mass. Archives, xxx. 26. [The original petition with endorsements.] There is no date to this petition; but the order of the General Court thereon, October 23, 1651, refers it to that time. See Mass. Col. Rec., iv. Pt. i. 68; also iii. 252. [See the appendix to this chapter for the remainder of this note.]

<sup>25</sup> Mass. Col. Rec., iv. Pt. ii. 428.



years, with leave of the General Court. No one could sell him silver or gold, or powder or shot; or, without leave, "intertaine any Indian for a serv<sup>t</sup>." If an Indian wished to trade peltries or other commodities, he could not go from house to house, hut must repair to the "trucking howse." No white man could "sell, or (being in a course of tradeing,) giue any stronge water to any Indean"; or buy his land without leave of the Court, or repair his gun. Towns had power to "keepe away all strange Indians, & to restraine Indians by them from opphanning the Lords day." Care was taken to prevent, and to give satisfaction for, trespasses against them. In all places the English were to "keepe their cattle from destroying the Indians corne in any ground where they have right to plant; & if any corne bee destroyed for want of fencing or hearding, the towne shalbee liable to make satisfaction, . . . & the Indians are to bee ineuraged to help towards the fensing in of their corne feilds."<sup>26</sup>

In 1685 the Indians about Boston were few and were neither useful nor respectable. Efforts for their improvement had disappointed their friends; and ten years before, on October 13, 1675, the General Court, doubtful as to their conduct in the apprehended war with King Philip, ordered "that all the Natieke Indians be forthwith sent for, & disposed of to Deare Island, as the place appointed for their present aboade." Neither they nor their successors took kindly to English ways. It was necessary to place them under guardianship, and deny them the rights of eitizens; and to-day the only representatives of the once powerful tribes which inhabited these shores are an inconsiderable number of mixed breeds lately, if not now, the wards of the Commonwealth. Unlike the Latin Catholic races, Teutonic Protestants were unable to incorporate the native tribes into their political and social systems. Extermination, if not the law, was the fact. In 1685 the colonists in their distress turned to the remnant of the miserable race to save them from impending disaster. The story will be told in the next chapter.<sup>27</sup>

<sup>26</sup> *Ibid.*, i. 76, 83, 96, 106, 112, 127, 209, 293, 294.

<sup>27</sup> For some account of the Indians of Winnisimmet and of their mode of life, about 1686, see John Dunton's *Letters from New England* (Prince Soc. ed.), 163.

## APPENDIX

THE names of these petitioners remind the people of Revere of traditions of former owners of estates defined by boundaries now easily determined. It is noticeable that the petitioners claimed estates in what is now Revere. Neither the Winnisimmet nor the Pullen Point people seem to have been troubled, though the deposition appended to the petition of Sagamore George asserts that he was devisee of "the Ground about powder horne hill." Why Governor Bellingham, who owned that bill, was not plagued by the Sagamore, does not appear.

The estate next northerly of Bellingham's was the Sir Harry Vane allotment including land northerly of Chelsea Creek, easterly of Everett, southerly of an east and west line across Fenno Hill, and westerly of Beach Street. Nicholas Parker, who heads the petition, became its owner, and he sold the westerly part of it, including the modern Prattville, to George Burden, retaining the easterly part, later known as the Fenno farm.

John Newgate's estate included the Governor Winthrop allotment, the northerly part of Fenno Hill, and was bounded westerly by Malden, northerly by the Oliver Pratt estate, and easterly by the old county road. [The Newgate farm bounded east on the Cole and Tuttle farms. On Plate P, Vol. IV, of Hopkins' Atlas of Suffolk County, the south and west lines of the land of O. Foster, and the extension of the latter line to the Shurtleff estate, represent the eastern bounds of the farm. See *infra*, chap. vi. appendix.] Also a narrow strip of land which reached to the Creek near the old Newgate house still standing (1892).

Captain Robert Keayne owned a little farm, the Dudley farm, on which the old house still (1892) stands; the land now belongs in part to the Shurtleff, and in part to the Oliver Pratt, estate; and a great farm bounded northerly by the Pines River; westerly by Malden; easterly by the Dewing and other estates, and southerly by the Cogan, or Hugh Floyd, estate. The principal later owners of the Keayne great farm are Squire, Hall, Blodgett, Copeland, Derby, and Peirce.

John Cogan also had his little farm, known later as the Hugh Floyd farm, and the great farm, which was bounded

westerly by Keayne, northerly by the Pines River, easterly by the sea, and southerly by a line not now easily defined, but in general terms, by Beach Street. The southerly part of his estate became a part of the Tuttle farm. [There is no record of a transfer from Cogan to Tuttle. The southern boundary of Cogan was the northern boundary of Tuttle as given *infra*, chap. vi.]

Samuel Cole's estate had Newgate's on the west; the sea on the east; the Creek [and Newgate] on the south. In 1654, Lieutenant William Halsey (otherwise Hasey) purchased this estate, on which is land given by his descendants for the church, which is now Unitarian. [James Penn owned what was later known as the Sale farm. *Infra*, Appendix 13 to chap. vi.]

I do not attempt to locate the haunts of the Indians on these estates. Their rude cultivation of the soil was subordinated to hunting and fishing. There are, however, historical memoranda and a few traditions which, in a general way, indicate some places of their temporary abodes. As early as 1641 (Mass. Col. Rec. i. 340), Mount Washington in Everett was known as Sagamore Hill; a name one might wish it had never lost, as it implies that on, or near it, the Indians had one of their seats. Many years ago, Isaac Pratt, then in his eighty-third year, told me he thought their principal abode was not far from his house in the pleasant valley which slopes gently to the sun, from Woodlawn to the foot of Mount Washington, or Sagamore Hill. He has found the remains of an old fort near a brook, beside which he has dug up clam shells, mortars, pestles, axes, and other Indian implements, which he shows to visitors. Besides this fort, there are marks of two others: one on the top of Fenno Hill, and the other on Powder Horn Hill. Between 1806 and 1810, Mr. Pratt says, some Leominster Indians visited Sagamore Hill, and occupied a house of the late Robert Pratt's father, near the residence of Dr. Cheever (corner of Franklin Street and Fremont Avenue). Their chief man was Comanche Brown. On excavating a mound near Winnisimmet Street and a short distance from the residence of the late Edward Bassett, there were found, about thirty years ago, fifteen skeletons, which indicated an Indian burial-place.

## CHAPTER V

## INDIAN DEEDS

THE following Indian deed and others of the same period have sometimes been accepted as evidence of the colonists' desire to do justice, though late, to the remnant of those tribes whose lands they had acquired; but the fact is otherwise. Title to their lands rested upon the grant to a land company by the Crown of England; and from that company or its assignees, they took their deeds. The object of this company was profit by the sale or lease of lands and their adjacent waters. It was not their purpose, nor within their authority, to set up a foreign state; for their powers were limited to those needed for the management of their property. What they possessed, and no more, they could assign to their grantees, the colonists, many of whom came with those motives which now induce people to leave old and thickly settled countries for those new and sparsely settled, where the struggle for existence is less fierce.

But Winthrop and his fifteen hundred Puritans became interested in the Company from motives widely differing from those of their predecessors, except the Pilgrims. It is now evident that their purpose, though not at the time distinctly avowed, was to set up in the new world a civil and ecclesiastical state essentially different from what they left behind, wherein they might worship God as they would, however it might be with those of different opinions. Their purpose was distinctly avowed in their records; and their Charter, whatever may have been the intention of the King who granted it, was so drawn as not to prevent the accomplishment of this purpose, nor should this be forgotten.<sup>1</sup>

<sup>1</sup> The nature of the First Charter, and the powers granted by it, have been the subject of controversy. The English government regarded it as a corporation in the kingdom for trading in the territory described in the instrument, with the power of making rules for that purpose, accord-

This purpose they pursued with Puritan zeal and constancy; but they found within their granted limits earlier comers, reinforced by later, to whom this purpose was not agreeable, — still less those measures by which its accomplishment was attempted. Civil and ecclesiastical contention ensued, and the Puritans were reported to the King as aiming at an independent State and church, which, though disavowed, was essentially true. Consequently, in 1635, the King was asked by the malcontents to suppress the new republic by revoking its charter; but not effectually, for the colonists had powerful friends, who not long after began the contest between Charles and his Parliament which cost him his life and gave the colonists a respite.

But it was only a respite; for on the restoration of Charles the Second, in 1660, the old question was revived and was settled temporarily, October 23, 1684, by the Charter's abrogation, — consummated December 20, 1686, when, after the short Presidency of Joseph Dudley, Sir Edmund Andros set up a new government for New England. This period, from 1684 to 1686, and even later, was one of intense anxiety to the colonists. Andros<sup>2</sup> claimed that the abrogation of the Charter, on which the precedent patent and titles rested, annulled both, and that they reverted to the Crown with all the improvements made during fifty years of resolute labor.

This claim was not without a show of legal reason then, and the law is probably the same to-day. For the creation of corporations then was, and now is, both in Europe and America, an act of sovereign power. And when the Massachusetts Bay Company, itself merely a corporation, usurped the King's prerogative of erecting towns, which are corpo-

ing to the course of other corporations in the realm; while the colonists claimed the power to set up a government proper, and make laws not repugnant to those of Great Britain. Historians, like Minot and Baneroff, and jurists, like Joseph Story, have taken the English view. But Joel Parker, formerly Chief Justice of New Hampshire, and later professor in the Dane Law School, contends, as the colonists claimed, that the Charter conferred powers of general legislation not repugnant to the laws of England. The question was vastly important, and plausible reasons may be adduced for either view. *The First Charter and The Early Religious Legislation of Mass.*, Lowell Institute Lectures, 357.

<sup>2</sup> [Note that both the Indian deeds which follow antedated the appointment of Andros as Governor of the colony.]

rations, such action was not only daring but void. When, therefore, the General Court granted lands to towns, the grant was inoperative because towns had no legal existence and, taking no title, could convey none. Nor could they divide such lands among their inhabitants by allotment as they undertook to do. The case was no better when the General Court granted lands by vote, as they often did; for then as now lands could only be conveyed by deed under seal or by livery and seizin. It legally followed that on the dissolution of the Massachusetts Bay Company in 1684 by revocation of its Charter, all lands, none having been legally conveyed, reverted to the Crown, as would be the case now. But this was the legal view of the matter. The equitable title of the colonists to lands which they had improved at great cost and labor was strong; but they saw only one way of meeting the legal claims of the Crown, and that was by obtaining from the original proprietors of the soil, an older, and, as they hoped, a better title than that of the King. Hence these Indian deeds, which Andros told them were no better than a "scratch of a bear's paw," — a harsh saying often quoted against him, — but such was the law. The colonists had hoped differently and they hunted up the descendants of Sagamore George, the last of the Indian chiefs, and obtained from them the deeds which follow. Neither has been printed,<sup>3</sup> and only one is recorded.<sup>4</sup>

#### Indian Deed of the Newgate Estate.<sup>5</sup>

"To all to whome theis presents shall come Joane Widdow and relict of Sagamore George formerly Sachem of Rumlymarish

<sup>3</sup> [Since Judge Chamberlain wrote, the second has been printed in *Suff. Deeds*, L. 13, f. 365.]

<sup>4</sup> The original of the first is in the possession of Charles P. Greenough, Esq.; the second is recorded among *Suffolk Deeds*. They are historically interesting, as showing owners and bounds of the great farms within the limits of Rumney Marsh at the end of fifty years from the planting of the colony. The recital of earlier deeds as lost or mislaid must not be taken literally. Undoubtedly lands were often, perhaps generally, purchased from the Indian chiefs, but their conveyance was seldom by deed. [The death of Sagamore John from smallpox, in 1633, seems to have relieved the settlers at Rumney Marsh of this necessity: their petition to the General Court in 1651 shows that their only defense against the claims of Sagamore George was long and undisputed occupancy.]

<sup>5</sup> [Endorsed on the back "Indians Deed — for the confirmation of the

Linn and those parts adjasent in the Massachusetts Collony in New England. Susanna and Sarah children & daughters of the said Sagamore Georg David the grandchild of the said Sagamore Georg James Rumlymarish alias Quanupskowet and Joan his Mother send greeting Whereas the said Sagamore George with those of his counsell did at the setting of the English in thos parts of Rumblymarish and plases adjoining; give grante and confirme unto the said English and the respective heires and assignes for ever all those lands meadowes and marishes in and about the said Rumlymarish and received full sattisfaction and payment for the same but in as much as the Deed or writings cannot att present be found whether by mislaying or miscarriage Therefore so it is that wee the said Sqaw Sachem Joan Susanna and Sarah Widdow and daughters vnto the said Sagamore George David grandchild vnto the said Sagamore George and James and Joan afore mentioned nearest of kindered and relation to the said Sagamore as well for the reasons and considerations afore mentioned and also for and in consideration of a valluable sume of mony to us in hand well and truely paid by Simon Lynde of Boston in New England Merchant the receipt wherof wee doe here by acknowledg and thereof doe fully aquit and discharge him and his; Have & hereby doe give grante rattify assure establish and confirme unto the said Simon Lynde his heires and assignes for ever for and in the behalfe and to the use of the heires of the deceased M<sup>r</sup> John Newgate, all that tract of land Meadowes and Marishes situate and lying at or in Rumblymarish aforesaid containing about foure or five hundred acres be it more or less commonly knowne by the name of M<sup>r</sup> Newgats farme and by him and his heires and assignes posed and oquiped about fifty years last past, and remaine still and now at this day peaceably posed and seised thereof beinge bounded southerly on the River and creak; and Westerly in part by the Land formerly M<sup>r</sup> Jonathan Parkers Aron Way and W<sup>m</sup> Ireland: and soe runes or trenches away to Maldin bounds northwesterly and on the Easterly side by L<sup>at</sup> William Haseys, the late M<sup>r</sup> Cools [Cole's], M<sup>r</sup> Tuttles and others lands; and Northerly by the late Cap<sup>t</sup> Caines [Keayne's] Job Lanes, and others Lands, or how ever otherwise buted or bounded, also about fife[n] [fifteen] acres of marish land lying and being part of Hog Island known by the name of M<sup>r</sup> Newgats Marish, and a parsell that was formerly M<sup>r</sup> Cools; together with all the Howsing fences trees creaks coves flates priveledges rights

Farme at Rumly Marish web was honored father Newgates Aprill 9th 1685 — No (C).” Simon Lynde was son-in-law of John Newgate.]

henifits and apurtenances thervnto belonging or in any wise appertaining To have and to hold all and singular the aforementioned premises and every part and parsell thereof vnto him the said Simon Lynde his heires and assignes for ever, to the use and behoofe of the heires of the said M<sup>r</sup> John Newgate according to the bequests of the said M<sup>r</sup> John Newgate and his son Nathaniell Newgate deceased, And wee the said Sqaw Sachem Joane, Susanna, and Sarah, Widdow and daughters to the aforesaid Sagamore George, David grandson to the said Sagamore George and James and Joane aforementioned doe hereby for us and every of us our and every of our heires executors and administrators Renounce Release discharge and for ever quit claime any further right title claime Intrest or demand in or vnto the aforementioned premisses or any part therof but are and shall bee by vertue of thes presents wholly and uterly debared and excluded forever, and wee the said Granter doe herby covenant promise binde and oblige our selves and every of us our and every of our heires executors and administrators to warrant maintaine and defend all and every the afore mentioned premises vnto him the said Simon Lynde his heires and assignes for ever against all p<sup>er</sup>son or p<sup>er</sup>sons whatsoever anywaies lawfully claiming or demanding the same or any part or parsell therof and sall and will at all time or times bee ready and willing to give and passe more full and ample assurance and confirmation of the premises to him the said Simon Lynde his heires or assignes as in law and equity can be devised advised or required In witnes whereof wee the said Sqaw Sachem Joane Susanna Sarah David James and Joane have here vnto put our hands and seals this Ninth day of Aprill Anno Domini 1685 in the 37<sup>th</sup> yeare of the reigne of our Sovereigne Lord Kinge Charles the second \*

Memorandum the words ; (in the Massachusetts Colony in New England ; ) Aron Way and W<sup>m</sup> Ireland) (Northwesterly) were Interlyned ; and afterwards was

Signed Sealed & Delivered

in presence of us  
William Stoughton  
Joseph Dudley  
John Kick

Signum	
IIIWIII	(Seal)
Joanna	
Susanna	✓ (Seal)

Signed sealed and deliuered by the  
aboue named Dauid, Grandchilde vnto

\* Died February 6, 1684/5. News of his death does not appear to have reached Boston at the date of this deed.



Sagamore George above mentioned ;  
in the presence of us

Hezekiah Usher ·  
Is<sup>a</sup> Addington

13. 2<sup>mo</sup> 85

Signed sealed and deliuered by the  
abouenamed Sarah, Daughter to  
Sagamore George abouementioned  
in the presence of us —

Is<sup>a</sup> Addington  
21 : 2<sup>mo</sup> 85

Sam<sup>n</sup> Bridge

Signum  
Sarah X Sagamore  
George his (Seal)  
daughter

Signum  
David ♂ Grandson  
of Sagamore George (Seal)  
abovenamed

James Rumny  
Marsh james (Seal)

Signum  
Joane the mother  
of James rumly (Seal)  
Marish

Joane the Relict or widdow of Sagamore George of Rumly  
Marsh and those parts sachem Susanna his Daughter; James of  
Rumly Marish alias Quanupskowett and Joane his mother; all  
appeared Before me; and Did freely acknowledge this aboue  
written Instrument to be signed sealed and Deliuered by them as  
their Joint and seuerall Acts and Deeds the 9<sup>th</sup> Aprill 1685.

S: Bradstreet Gou<sup>n</sup>r

Boston 13<sup>o</sup> Aprilis 1685.

David Grandchilde vnto the abouenamed Sagamore George;  
Appeared Before me and acknowledged voluntarily and freely;  
that he signed sealed and Deliuered this Instrument as his Acte  
and Deed;

Before me John Richards. Assis<sup>t</sup>

Boston. 21<sup>o</sup> April: 1685.

Sarah daughter vnto the abouenamed Sagamore George Ap-  
peared before me and acknowledged that shee voluntarily signed  
sealed and deliuered this aboue written Instrum<sup>t</sup> as her Acte and  
Deed; together with the other her Relations abouementioned  
Boston 21: Aprill 1685 before me Hum: Davie Assist<sup>tt</sup>

## The Second Indian Deed.

[It is an indenture dated June 4, 1685. The grantors mentioned are "David Eldest Sone of Samuel Manatooquis only Son of Sagamore George deed," Waquaahqunt and James Rumny Marsh "Kinsmen to ye s<sup>d</sup> Sagamore George," and "Cisly and Sarah two Surviveing daughters of the s<sup>d</sup> Sagamore George, Jone wife of the s<sup>d</sup> George"; but only the first three and "Susanna, daughter of George Waquaahqunt," signed the conveyance. The grantees were Richard Wharton, as trustee for Samuel Bellingham<sup>1</sup> and in his own right, Deane Winthrop, James Bill Senr, John Tuttle, John Floyd, William Ireland, Aron Way, and "Such other person and persons (th<sup>o</sup>not especially named) whose names shal by the s<sup>d</sup> Richard Wharton be endorsed on this present Deed in or within The Space of Six weekes after the date hereof, as doe either by themselves or Tennants possess or have propriety in any of the Lands and premisses affores<sup>d</sup> commonly called Winnisimett Rumney Marsh or Pullen point Lands, or appertaineing to any of ye Same, whether within the bounds of Charlestowne Boston, Mauldon or Lynn &c (Except Such Lands and only Such as are by the Grantors or any of y<sup>m</sup> already Granted and Sold to M<sup>r</sup> Symon Lynd, m<sup>r</sup> Nicholas Paige, and Anna his wife, and to Cap<sup>t</sup> Penn Townsend, and Such as are in the actuall possession and Improvem<sup>t</sup> of Job Laine and his Tennants &c)."

In accord with this power, Wharton added the following:—  
"L<sup>t</sup> William Hearsey<sup>2</sup> hath right in one ffarme of one hundred

<sup>1</sup> Samuel Bellingham then owned the greater part of the present city of Chelsea [Wharton owned in his own right the Eustace or Shurtleff farm, see *infra*, chap. vii.]; Deane Winthrop owned the large estate in the northeasterly part of Winthrop, on which the old Winthrop house now stands. James Bill's estate was mainly in the southwesterly part of Winthrop. (See the plan of the Winthrop and Bill estates, *infra*, chap. vi.) John Tuttle's estate [lay on either side of] Beach Street, [extending] north into the marsh afterwards known as the "Dammed Marsh"; John Floyd's estate reached from Tuttle's northerly to the Pines River; and Way and Ireland's included the whole of modern Prattville.

<sup>2</sup> The estates released from the Indian claim may be referred to their later owners. The Hearsey or Hasey estate was of the original Cole allotment, already described in the appendix to chap. iv., and included the land on which the Unitarian church stands and lands easterly to the beach. Belcher's estate probably was near Hasey. [It was a part of the original Cole farm, and was bounded southerly by a line a little south of Pleasant Street, and easterly by Beach Street.] Elias Maverick's estate was that now occupied by the United States Naval and Marine hospitals. Lieutenant John Smith was tenant of the Ferry Farm, and had land in

and Sixty Acres more or Less; Jeremiah Belcher hath propriety in about forty Acres, m<sup>r</sup> Elias Maverick and Bro. hath propriety in a farme of One Hundred and Twenty Acres more or less lyeing at Winnysimmett L<sup>t</sup> John Smith of Winnysimmett hath propriety in Sundry Tracts and Lotts lyeing in Charlestowne and Mauldin Bounds q<sup>t</sup> about Sixty Acres, That Cap<sup>t</sup> John floyd within named is concerned for himself (& Thomas and Joseph Robinson and Jacob Greene junior) in the farme he now possess att Rumney Marsh and he sd floyd in right of his Sonne Joseph is possessed of a Tract about thirty acres p<sup>t</sup> in Boston & p<sup>rt</sup> in Mauldin the Children Administrato<sup>rs</sup> or assignes of Cap<sup>tn</sup> Brattle decd have a farme of about three hundred Acres. and John and Elisha Bennett have a farme about three hundred Acres, The whole and every part of what is here Endorsed being comprehended in the General Grant and release within."

The endorsement was dated July 10, 1685; the indenture was recorded at the Suffolk Registry, August 21, 1685.\*]

The alternative to the proprietors was resistance to Andros, or taking new deeds from him at such quitrent as he deemed reasonable, though I cannot learn that he was extortionate. Some were ready to resist; others, among whom was Samuel Sewall, thought it prudent to submit, though opposed to the Andros government. Submission was to relinquish old titles, and petition the Governor for new. The first Indian deed given above was primarily in the interest of Nathaniel Newgate, owner of the great Newgate farm at Rumney Marsh; and he was among the first to perfect his title by petition.<sup>10</sup>

Charlestown and Malden not now easily determinable. Captain John Floyd's estate was part of Cogan's (see appendix to chap. iv.). The Brattle and Bennett estates were in the "Pan Handle" in Revere and Saugus. [See *infra*, the appendices to chap. vi. for a detailed description of these farms.]

\* L. 13, f. 365. A third deed by some of the same parties for lands about Salem, October 11, 1686, is printed in 1 Coll. Mass. Hist. Soc., vi. 278. See also 1 Proc. Mass. Hist. Soc., xvii. 52; Drake, Boston, 456; Memorial Hist. of Boston, i. 250, note; Shurtleff, Boston, 468. Dr. Bentley and some other writers seem not to have understood the true purpose of these deeds.

<sup>10</sup> Mass. Archives, exxix. 54. [autograph petition, endorsed "164 July 1688 — Pet of Nath<sup>l</sup> Newgate."] He received a deed, or fine, as it was called, — the only original known to me, — which is in the Bostonian Society, No. 599, Catalogue of 1895. Its date is 1687, June 15, and it was recorded December 21, same year; but not with Suffolk Deeds, — possibly in a separate volume now lost. It is on parchment, in black

To his Excellency S<sup>r</sup> Edmond  
Andross Kn<sup>t</sup> Capt<sup>o</sup> Generall  
and Governour in Cheefe of  
the Territtory and Domion of  
New England//

The humble Pettition of Nathaniell Newdigate als Newgate  
Merchant — Sheweth

That Your Excelleneyes Petitioner was Commanded by the  
Sherrif of Suffolk to Answer an Information Exhibited in the  
Superior Court at Boston by the Attorney Generall for and Con-  
cernig A Certaine Messuadg and Farme Contayning five hundreded  
acres or thereabouts Lying and Being Scittuate in Rumny Marsh  
adjoyning unto y<sup>e</sup> farme of Coll. Page and also of: about thirty  
acres of Marsh or Meado[w] upon hogg Island Now in Your  
Petitioners Possession To which he hath no Title Therefore  
humbly Submits the Same unto his Majestye being Unwilling to  
Stand Suit with the King So humbly Craves

Thatt Your Excell<sup>y</sup> would Be Pleased to  
Order him his Majestyes Graunt for the  
Same Under such Moderat Rents as Your  
Excell<sup>y</sup> Shall thinck fitt and Your Pettit-  
tioner Shall as in Duty Bound Ever Pray  
&c

Nathaniell Newgate.

letter, with a portrait of James II in scroll, and a border of animals. It has an impression of the Great Seal in wax. In the margin, "sold at Clifford's Inn Lane." [This document, the text of which is in Latin, and the script old style and very ornate, seems to have been incorrectly labelled and catalogued. The seal attached is neither the private seal of Andros, which he used for commissions in the army and the like, or the seal of New England. See the former seal in the Mass. Archives and the latter in 1 Proc. Mass. Hist. Soc., vi. 80, 81. All but the first page is missing; it appears to be the judgment or fine of the Court of Common Pleas at Westminster, England, in a common recovery to bar the entail. It was recorded by John West, "Secry," in the "Secrys Office" in Boston. The records for the Andros period are missing. See *infra*, chap. vi. Appendix 6.] Newgate contributed £2 towards erecting a church for God's worship in Boston. H. W. Foote, *Annals of King's Chapel*, i. 89.

## CHAPTER VI

## ALLOTMENTS OF LAND

THE Indian title to the lands afterwards incorporated as the town of Chelsea was extinguished by deeds of release to individual proprietors.<sup>1</sup> But the Indians were not regarded as sole owners of the soil, since, as has been said, the title to the central portion of North America was, agreeably to the public law of Europe at that time, vested in the Crown of England by right of discovery and occupation. This title in the Crown, I am now to trace to the town of Boston, and thence to those whose lands we now occupy.

John and Sebastian Cabot, sailing under a patent from Henry VIII., discovered the northern continent of America in 1497, a year earlier than either Columbus or Amerieus Vesputius saw it. The Cabots claimed to have sailed three hundred leagues along the coast, landed, and planted on the soil the banner of England. This was the foundation of the English claim. But occupancy, as well as discovery, was essential to title; and this was perfected by Sir Walter Raleigh and Sir Humphrey Gilbert, who took possession of it for the Crown a hundred years later.<sup>2</sup>

With this title, whatever its validity, King James, November 3, 1620, granted to the Council at Plymouth in Devon, England, all that part of America between forty and forty-eight degrees of north latitude, from sea to sea, in fee, they paying to the King one-fifth of all the gold and silver obtained

<sup>1</sup> [No record has been found of an Indian deed of date antecedent to April, 1685; when, in 1651, Sagamore George contested the settlers' title none could be produced, and it was necessary to plead as evidence of title the grant from the town of Boston and long occupancy. *Supra*, chap. iv.]

<sup>2</sup> Lowell Institute Lectures on the Early Hist. of Mass. by members of the Mass. Hist. Soc., 129 *et seq.*

from the country. In this way the Plymouth Company (not to be confounded with the Plymouth Pilgrims) became owners of land, which it sold in parcels to other companies or individuals, but with boundaries so vague and conflicting that controversies ensued.

Passing over earlier patents, there is that of March 19, 1627/8, by which Sir Henry Rosewell and his associates acquired all of New England from sea to sea, lying between the Charles and the Merrimack rivers, including three miles south of any and every part of the Charles, and three miles north of any and every part of the Merrimack. Literally, though probably not by intention, this included a large part of New Hampshire; and by express terms, all the lands, harbours, waters, fisheries, and mines (except the King's royalty in the latter), together with the islands and the adjoining seas. This patent did not create a government, or give the grantees the right to form one, but merely conveyed the property.<sup>3</sup>

The motive of the Crown in making this grant (aside from the royalty of the precious ores) was to extend its dominions by planting a colony, which would add to the national prestige, and incidentally to the national revenue, by opening new lands and channels of trade within exclusive English control. On the other hand, the land company expected gain from the sale or leasing of lands, as well as from hunting, fishing, mining, and the transportation of goods and passengers. Their grantees were those who, for bettering their fortunes or from a spirit of adventure, readily embarked in new enterprises. To these should be added those influenced by religious or political considerations. Such were the Puritans, who, restive under restraints upon their civil and religious liberty,

<sup>3</sup> [The patent from the Council for New England to Sir Henry Rosewell and his associates, of March, 1627/8, is known only as cited in the Charter from the King, of March, 1628/9. The Council granted to Sir Henry *et al* the lands with "all jurisdictions, rights, royalties, liberties, freedoms, ymmunities, priviledges, franchises, preheminences, and commodities whatsoever which they, the saide Councell . . . then had or might vse, exercise, or enioy in and within the saide landes." (Mass. Col. Rec., i. 5.) A corporation could not be formed without a Charter from the King; but the Council of New England assigned to Sir Henry and his associates, as individuals, its rights of jurisdiction and powers of government within the limits of Massachusetts.]

sought, under more promising conditions, to establish a community where they would be free to enjoy their opinions, and at the same time carry Christianity to the heathen.

For this it was essential to be incorporated as a body politic and, moreover, as a colony three thousand miles remote from the King's immediate government, be given the right of setting up one suited to their new circumstances. Accordingly the Crown, March 4, 1628/9, granted to Sir Henry Roswell and his associates, the patentees with some changes of the preceding year, a charter which confirmed their patent and constituted them a corporation by the name of "The Governor and Company of the Massachusetts Bay in Newe England," with the rights, powers, and duties of corporations in England, and the power to set up a local government in the colony.<sup>4</sup>

Thus empowered and having, as they believed, for sale or lease on favorable terms, a country, rich in fertile lands, covered with forests valuable for timber, full of fur-bearing animals, bordered by seas and interlaced by rivers abounding in fish, — to say nothing of precious metals in the interior hills, — they began their colony. Ships, stores, arms and ammunition, tools, animals, seeds, clothing, and medicines were purchased. Clergymen, physicians, engineers, miners, laborers, and servants were engaged. Nothing deemed essential to the success of the enterprise was omitted. They settled what expenses should be borne by the general stock (or

<sup>4</sup> The history of the Charter is interesting, though not to be given here in detail. Probably the King intended to grant only such powers as would enable the Company in England to carry on its business in Massachusetts with a local government, as stated in the text. But the Charter was drawn so indefinitely, — so craftily, its enemies said, — that in the opinion of some good English lawyers, it could be legally transferred to Massachusetts; and also so comprehensively that a great jurist, Joel Parker, claimed for it all the powers needed for setting up a complete civil and ecclesiastical government. (Lowell Institute Lectures on the Early Hist. of Mass. by members of the Mass. Hist. Soc., 355-439; 1 Proc. Mass. Hist. Soc., xi. 176-196.) And this latter seems to have been the opinion of Winthrop and his associates, for no sooner were they set down in Boston Bay than they acted on that view of their powers. This explains many things which seem very extraordinary to some in our day — and there are many — who are unable to accept their view. Also the right of a complete local government has by some been regarded as carrying with it the right to transfer the Charter. Doyle, *Puritan Colonies*, i. 120, 158, 352, citing R. C. Winthrop, *Life and Letters of John Winthrop*, ii. 443; G. E. Ellis, *Puritan Age*, 47; 2 Proc. Mass. Hist. Soc., viii. 108.

the company) and what by the colonists. Each contributor to the stock was entitled to a certain number of acres; and for every immigrant not of the company an equitable provision of land was made, depending upon the number of his family and servants.<sup>5</sup>

The first party of colonists under the company came over with Endicott, who arrived at Salem, September 6, 1628; and these were reinforced, the next year, by Higginson's party. Endicott's company, with those he found here, were about one hundred, to whom Higginson added about two hundred.<sup>6</sup> Late in the autumn of 1628, or in the following summer, a part of Endicott's colony came from Salem through the woods to Charlestown, and there formed a settlement antedating the arrival of Winthrop by about a year.<sup>7</sup>

But the affairs of the company prospered financially neither in England nor at Salem. Outgoes were constant and large; returns few, and of small amount. Some subscribers to the stock were slow in paying their dues; others failed wholly or in part. The burden was heavy and even ruinous to not a few who had embarked their capital in the enterprise. The land company was a failure from the start. Endicott, an able man, carried out the instructions of the company in England with zeal and fidelity; and when it became a corporation with the right to set up a local government, he was chosen its governor.<sup>8</sup> But the affairs of a corporation so far away were not easily managed from England, and this led to its transfer with the charter to New England. Before this transfer, and upon condition of it, some new men, of whom John Winthrop was chief, came into the company with new hopes and determination. They were Puritans having capital, for lack of which the undertaking had hitherto languished.<sup>9</sup> When they joined their fortunes to the enterprise, it acquired vigor and went forward successfully.

<sup>5</sup> Mass. Col. Rec., i. 363, 399, 405.

<sup>6</sup> Young, *Chronicles of Mass.*, 13, note 4.

<sup>7</sup> Frothingham, *Charlestown*, 13, 14.

<sup>8</sup> [The wording of the first letter of instructions to Endicott from the Massachusetts Bay Company as a corporation was, "Wee haue . . . confirmed yow Goûnor of or plantacôn." Mass. Col. Rec., i. 387.]

<sup>9</sup> It was estimated that nearly a million dollars were expended in the establishment of the Colony.



It belongs to the history of the colony, rather than to that of any town, to mark the steps by which the company gradually lost its character as the promoter of a land scheme, and acquired that of the founder of a state. On Massachusetts, no less than on English soil, in form at least it was a financial venture from which profit was confidently expected; but religious and political considerations were paramount, as is manifest from their first legislation. This provided for the sessions of the General Court, for the maintenance of ministers, the issue of process in civil actions, the regulation of wages, and, in general, the ordering of civil and ecclesiastical government. Nothing appears in the records about return cargoes of fish, beaver skins, lumber or ores, which would have gladdened the joint-stock company in England.

Still it remained a land company; and, as such, made grants of land to prominent men, and doubtless to those who, as contributors to the stock or as emigrants, were entitled thereto, though I find no record of these last. But we can trace the stages by which the company divested itself of land within loosely defined town limits, by its transfer to their inhabitants, even before they became corporations legally capable of taking or disposing of such lands. Massachusetts towns, as has been said, did not come from England, but sprang up on the soil as they were needed, and were recognized as *quasi* corporations [as early as] 1632, though their powers were not defined by the General Court until 1636.<sup>10</sup> Names were first given: thus September 7, 1630, it was ordered that "Trimountaine shalbe called Boston; Mattapan, Dorchester; & the towne vpon Charles Ryver, Waterton."<sup>11</sup>

Among the early acts of the land company (for such it continued to be) recognizing unorganized communities as political bodies, was that of November 7, 1632, which "ordered, that the necke of land betwixte Powder Horne Hill & Pullen Poynte shall belonge to Boston, to be enioyed by the inhabitants thereof for ever";<sup>12</sup> and at the same Court, "that

<sup>10</sup> The New Historical School, by the writer in 2 Proc. Mass. Hist. Soc., v. 264; also the Genesis of New England Towns, *ibid.*, vii. 214-242; Mass. Col. Rec., i. 172.

<sup>11</sup> This naming of towns has been regarded as equivalent to their incorporation. Joel Parker, Proc. Mass. Hist. Soc., ix. 42, note.

<sup>12</sup> Mass. Col. Rec., i. 101.

the inhabitants of Boston shall haue liberty to fetch wood from Dorchester necke of land for 20 yeares, the ppriety of the land to remaine to Dorchester." July 2, 1633, "It is ordered that the ground lyeing betwixte the North Ryv<sup>r</sup> & the creeke<sup>13</sup> on the north side of M<sup>r</sup> Mañacks, & soe vpp into the country, shall belonge to the inhabitants of Charlton."<sup>14</sup> April 1, 1634, Long Island, Deer Island and Hogg Island were granted to Boston for a yearly rent. May 14, 1634, it was "ordered that Winetsemet, & the howses there huilt & to be builde, shall ioyne themselues eith<sup>r</sup> to Charlton or Boston, as members of that towne, before the nexte Geñal Court, to be holden the first Wednesday in Septemb<sup>r</sup> nexte, or els to be layde then to one of those two townes by the Court," and September 3, it was decreed "that Wynetsem<sup>t</sup> shall belonge to Boston, & to be accompted as pte of that towne." September 25, 1634 "It is ordered, that Boston shall haue inlargem<sup>t</sup> att Mount Woolliston & Rumney Marshe."<sup>15</sup> These orders imply corporate towns, and ownership of property; but the proceedings were anomalous, for the design and order of the company while in England, contemplated grants only by deed under seal, to individuals, as they were entitled. Nor was the early formation of so many towns intended, but only one at first and others as needed. Their circumstances, however, led to a multiplication of towns, recognized as corporations capable of taking lands and dividing them among their inhabitants by allotment.<sup>16</sup>

The first entry on the Boston records, September 1, 1634, shows that the people conducted their local affairs much as now; and in December, they not only granted lands themselves, but delegated this power; for on the eighteenth, it was agreed "that M<sup>r</sup>. Winthrop, M<sup>r</sup>. Coddington, M<sup>r</sup>. Bellingham, M<sup>r</sup>. Cotton, M<sup>r</sup>. Ollyver, M<sup>r</sup>. Colborn and Willm Balstone shall have power to devide and dispose of all such lands belonging to the towne (as are not yet in the lawfull possession of any particular persons) to the inhabitants of the towne

<sup>13</sup> Island End River, on the southerly side of which, and the westerly side of the Naval Hospital grounds, was the probable site of "Mr Maverick's house at Winnisimmet." [See chap. iii. Appendix 2 for the site of the house.]

<sup>14</sup> Mass. Col. Rec., I. 106.

<sup>15</sup> *Ibid.*, I. 115, 119, 125, 130.

<sup>16</sup> 2 Proc. Mass. Hist. Soc., vii. 235, 236.

according to the Orders of the Court, leaving such portions in Common for the use of newe Commers, and the further benefitt of the towne, as in theire discretions they shall thinke fitt; the Lands hyred by the towne to be also included in this Order."<sup>17</sup> The inhabitants within defined limits (virtually incorporated bodies politic, as they thought, capable of taking lands), naturally inferred that they were capable of disposing of them. As seen above, Boston acted on this assumption and divided her lands.

But before setting forth this division, several orders of the General Court should be noticed, designed to mark, and by record to preserve, evidence of the boundaries of estates. April 1, 1634, it was ordered "that the constable & foure or more of the cheife inhabitants of eūy towne, (to be chosen by all the ffree men there, att some meeteing there,) with the advise of some one or more of the nexte Assistants, shall make a surveyinge of the howses backeside, corne feildes, moweing ground, & other lands, impved, or inclosed, or graunted by speciall order of y<sup>e</sup> Court, of eūery ffree inhabitant there, & shall enter the same in a booke, (fairely written in words att length, & not in ffigures,) with the seūall bounds & quantities, hy the nearest estimatōn, & shall deliuer a transcript thereof into the Court, within sixe monethes nowe nexte ensueing, & the same soe entered and recorded shalbe a sufficient assurance to eūy such ffree inhabitant, his & theire heires and assignes, of such estate of inheritance, or as they shall haue in any such howses, lands, or ffranke-tenem<sup>t</sup>s

"The like course shalbe taken for assurance of all howses & towne-lotts of all such as shalbe hereaft<sup>r</sup> enfranchised, & eūy sale or graunt of such howses or lotts as shalbe from time to time entered into y<sup>e</sup> said booke by the said constable & foure inhabitants or their success<sup>rs</sup>, (whoe shalbe still supplied vpon death or removeall,) for which entry the purchaser shall pay sixe pence, & the like sūme for a copy thereof, vnder the hands of the said surveyers, or thre of them."<sup>18</sup> Lands con-

<sup>17</sup> [The Boston Town Records in Rec. Com. Rep., ii. The votes of the town quoted later will be found in this or the succeeding volumes under their respective dates. See Savage, Winthrop, i. 151, 152, for an explanation of the circumstances under which this vote was passed; also *infra*, Appendix 1.]

<sup>18</sup> Mass. Col. Rec., i. 116. These orders led to the setting up of a

veyed to the towns by the Company or General Court, being regarded as corporate property, and authority to dispose of them assured, the towns made allotments to individuals, and determined and defined the bounds of estates already in actual possession of their owners.

Before specifying these allotments, some account is to be given of the lands occupied before the coming of Winthrop in 1630. The extinction of the Indian title to Boston and other towns has been noticed, and the occupancy of the peninsula by William Blackstone, and of Winnisimmet by Samuel Maverick with whatever right that conferred. Blackstone took no title from Gorges, for Boston was not within his patent;<sup>19</sup> but the General Court, April 1, 1633, ordered that Blackstone should "haue 50 aē of ground sett out for him neere to his howse in Boston, to inioy for euer"; and the next year Boston purchased his land, less six acres, every householder paying six shillings, and some more.<sup>20</sup> As to Winnisimmet the facts are less clear. Samuel Maverick had a house there in 1625, and was living there in 1630 when he entertained Winthrop; and he and John Blackleach claimed to own it in 1635 when they sold the land, and the former the reversion of the ferry, to Richard Bellingham; but how or from whom they obtained a title satisfactory to a lawyer like Bellingham, is unknown. There is no evidence of a grant to any one. April 1, 1633, the General Court, apparently recognising Maverick's and Blackleach's title to Winnisimmet, granted Noddle's Island to Maverick, reserving a nominal rent and the right to Boston and Charlestown of taking wood therefrom.<sup>21</sup> Whatever may have been the title of the "old planters" to the lands they occupied, it was recognized as valid in the instructions of the Company to Endicott.<sup>22</sup>

Registry of Deeds (perhaps copied from Holland), not then existing in England, for the reason, it is said, that people were unwilling that the state of their property should be known.

<sup>19</sup> [A line due west from Point Shirley would include the Boston peninsula, but not South Boston.]

<sup>20</sup> Mass. Col. Rec., i. 104; Shurtleff, *Description of Boston*, 206.

<sup>21</sup> Mass. Col. Rec., i. 104.

<sup>22</sup> [The original plan was to give individual settlers deeds under the seal of the Company; but population flowed in so swiftly that the system necessarily broke down, and the task of dividing lands was delegated to the towns. Richard Bellingham bought the lands at Winnisimmet in 1635;

Before "The great Allotments at Rumley Marsh and Pullen Point" recorded January 8, 1637/8, there were some special grants of lands or privileges in those places either by the General Court or by the town of Boston. The first is the unique order of April, 1632, "that noe pson w<sup>s</sup>oeuer shall shoote att fowle vpon Pullen Poynte or Noddles Ileland, but that the s<sup>d</sup> places shalbe reserved for John Perkins to take fowle w<sup>th</sup> netts."<sup>23</sup> A part of what is now Winthrop appears to have been used as a common pasturage for cattle by the town of Boston. "Att a generall meeting," on February 23, 1634/5, it was "agreed . . . that all barren cattell whatsoever (except such as are constantly imployed in draughte) and weaned caulves 20 Weekes ould and Weaned mayle kidds shalbe kept abroad from off the necke. . . . That there shalbe a little house built, and a sufficiently payled yard to lodge the Cattell in of nights att Pullen poynt necke before the 14th day of the next second moneth"; and April 13, that "all the drye cattle that are put unto our brother William Cheesbrough, for keeping att Pullen poynt necke, untill the 1st of the 9th moneth, shalbe at the rate of 5s. a head unto him."

November 30, 1635, it was "agreed that noe further allotments shalbe graunted unto any new comers, but such as may be likely to be received members of the Congregation.

the transfer was not recorded, though it stands on the fifteenth page of the first book of records, until November 13, 1640. (Suff. Deeds, L. 1, f. 15.) If the officers of the Company kept for their own, or the Company's, use a list of the patents issued during the first years of the settlement, it has not been found. Only exceptional grants of larger tracts of land than could be claimed under the general regulations of the Company were matter of record before 1635. Such grants were made by the General Court, and appear in its proceedings. There is no record to show how either Samuel or Elias Maverick obtained title to their lands at Winnisimmet,—it is to be inferred that the land was theirs under the general regulations of the Company as to "Old Planters." (Mass. Col. Rec., i. 387.) The grant of Noddle's Island to Samuel Maverick required a special vote of the Court. In 1640 Richard Bellingham complied with the law of April 1, 1634, by inserting the record of his estate in the town proceedings, as well as in the Suffolk Registry of Deeds. His title was thereby made secure.]

<sup>23</sup> *Ibid.*, i. 94. The consideration does not appear. John Perkins, said to have come over with Roger Williams in 1631, removed with John Winthrop, jr., to Ipswich in 1633, and represented that town as deputy in 1636.

"Item : That none shall sell their houses or allotments to any new comers, but with the consent and allowance of those that are appointed Allotters."<sup>24</sup>

December 14, 1635, voted "That M<sup>r</sup>. William Hutchinsen, M<sup>r</sup>. Edmund Quinsey, M<sup>r</sup>. Samuella Wilbore, M<sup>r</sup>. William Cheesborowe and John Ollyver, or foure of them, shall, by the assignments of the Allotters, lay out their proportion of allotments for farmes att Rumley Marsh, whoe there are to have the same."

January 9, 1636/7,<sup>25</sup> voted "that our brother, John Ollyvar, shall have his greate Allotment of forty acrs att Pullen Poynt." Same day, "that our brother, M<sup>r</sup>. Edward Gibbon, shall have an Allottment of fourescore acrs at Pullen Poynt, if it be there to be had.

"And that our brother, John Olyvar, shall have an allotment of fiftie acrs there, and that rayther in regard of his father's resigning his right at Hog Island to the Towne."

June 12, 1637, some of the above allotments are repeated and others voted. Thus "M<sup>r</sup>. Willyam Peirce hath an hundred acrs of upland and marsh ground layd out for him at Pullenpoint necke"; Mr. Edward Gibbon, "fourescore acrs of upland and marsh ground"; John Olyvar, "his fiftye acrs of upland and marsh ground"; William Brenton, "had threescore and foure acrs of upland and marsh ground layd him out there, and a hundrd acrs on the otherside of M<sup>r</sup>. Aspenalls";<sup>26</sup> and Edward Bayts, "fourteene acrs of upland and marsh ground." All were at Pullen Point.

<sup>24</sup> May 18, 1631, the General Court "to the end the body of the coffions may be pserued of honest & good men" ordered "that for time to come noe man shalbe admitted to the freedome of this body polliticke, but such as are members of some of the churches within the lymitts of the same." Mass. Col. Rec., i. 87. But this left a side door open; for though non-church members could not be voters, they might purchase lands of those who were, and thus attach themselves to the soil with influence, if without legal participation, in its affairs. To stop this the town voted as in the text,—a large assumption of power for a town meeting. [The "Allotters" were the committee appointed December 18, 1634. See *infra*, Appendix I.]

<sup>25</sup> [Also, same date, "it was graunted to our brother, Mr William Brenton, that in leuwe of his allotment at Hogg Iland, he shall have twenty acrs more added unto his allotment at Pullen Poynte necke."]

<sup>26</sup> [Note that according to the record of January 8, 1637/8, William

October 30, "our brother Valentine Hill hath his great Allotment granted him att Pullen Point, to the number of 60 acrs, if it be there to be had."

November 13, 1637, there was "granted to the Governor, Mr. John Winthrop, the twoe hills next Pullen Point, with some barren marsh adioyning thereunto, Provided it be noe hindrance of the townes setting up a Ware in Fisher's Creek, or fishing for Basse there.

"Also there is granted to our Brother Samuall Wilbore foure rodde in length of the marsh towards the sea shore, and 3 rodd in depth next unto John Lowe his grant there."<sup>27</sup>

"Also there is granted to our brother Thomas Marshall one rodd in depth of the same marsh next unto the ground he hath there."<sup>28</sup>

The foregoing comprise the allotments at Pullen Point before January 8, 1637/8, when "The great Allotments at Rumley Marsh and Pullen Point" were made.<sup>29</sup>

#### THE GREAT ALLOTMENTS AT RUMLEY MARSH AND PULLEN POINT BY THE TOWN OF BOSTON

The allotments of land in the old town of Chelsea, January 8, 1637/8, can now be traced, though not with exactness; and in some cases they can be divided among present owners. They began [at] the creek between Chelsea and Revere, and went north towards Lynn, bounded on the west by Charlestown, now Everett [and Malden], and on the east by the old county road,<sup>30</sup> to Pines River; then turning easterly followed

Brenton had 164 acres laid out on the "otherside of Mr. Aspenalls",—that is in Revere,—and also 64 acres at Pullen Point. Presumably there was a mistake in the later record.)

<sup>27</sup> [These two allotments were not at Pullen Point, but on the Boston peninsula, as was the allotment which preceded that to Governor Winthrop.]

<sup>28</sup> [See Appendix I.]

<sup>29</sup> [The old "Country" road, as it was originally called, because instituted by the General Court of October, 1641 (see *infra*, chap. xxv.), later known as the "County" road, followed Washington Avenue through Chelsea and Revere, that is, ran to the boundary between Everett (then Charlestown) and Revere (then Boston), thence northwest along that boundary toward Lynn, making a shallow loop eastward through what was then Captain Keayne's farm. The highways designated in the text and in note (30) as the County road, were legalized by Boston in the years 1650 and 1666. (See *infra*, chap. xxv.) The highway referred to in these

the sea down to the southerly point of Winthrop. As nearly all the present city of Chelsea, in 1638, was owned by Governor Bellingham, under the Maverick-Blackleach deed of 1635, it was not allotted. The first allotment, therefore, began at the northerly boundary of the Bellingham estate, at the creek dividing Chelsea from Revere, and was:

"Imprymis: M<sup>r</sup>. Henry Vane, Esq., two hundred acres: bounded on the South with M<sup>r</sup>. Richard Bellingham; on the West with Charlestowne; on the North with M<sup>r</sup>. Winthrop; and on the East with the highway there."<sup>20</sup>

Sir Henry Vane came to Boston, October 3, 1635, and in 1636, at the age of twenty-four, superseded Winthrop as gov-

allotments was a town road laid out from Mill River northward towards Pines River for the private use of the farms in shipping their produce to Boston. See Appendix I.]

<sup>20</sup> The old county road from the original Winnisimmet Ferry to Saugus. It continues Washington Avenue through Revere, by the southerly side of Fenno Hill, crosses the Salem turnpike, and running by the old brick school house, again crosses the turnpike, and goes westerly through the Keayne Farm towards Saugus. It is the highway mentioned in the following allotments. [See *supra*, note 20.]

The southerly boundary of the Vane allotment was the northerly of the Cary and Carter estates. It included that part of Prattville northerly of Lash Street, easterly of the Everett line over Mt. Washington; and that part of Revere southerly of an east and west line crossing the top of Fenno Hill to Everett, and westerly of Broadway. Doubt has arisen as to Vane's southerly line because there are two branches of Chelsea Creek, a northwesterly and a southwesterly; also two "fresh water runnels" flowing into it: one between Woodlawn and Mt. Washington, and another which crosses Washington Avenue near the car stables. It was the southerly branch of the Creek, and the southerly runnel which formed the southerly line of Vane, and the northerly of Bellingham. [This statement rests on the presumption that Richard Bellingham sold no land to the later owner of the Vane allotment, Nicholas Parker. See *infra*, Appendix I.] Westerly of Bellingham, in Everett, was land once owned by the famous John Cotton, who sold it, July 21, 1645, to Thomas Whittemore, as "a parcell of Meddow counted two Cowe grasses being bounded with the said Thomas Whitmore west & North: mr Bellin[gham] east: & Mistick River south:" Suff. Deeds, L. 1, f. 61. Whittemore was a large proprietor, and his estate included, apparently, the westerly part of Mt. Washington. See item four of his will, Middx. Prob. Office. Whittemore was ancestor of a numerous and respectable posterity, in whom his estate remained to recent times. [According to the inventory of his estate, Thomas Whittemore left a house, a barn, and seventy acres of land. This was the whole of his real estate. Middx. Prob. Rec., i. 274, 277. William Ireland witnessed the will February 8, 1660, and signed the inventory May 25, 1661.]



error. Defeated the next year, he was elected representative to the General Court, from Boston. He went to England, August 3, 1637, and was prominent in the English Revolution. On the restoration of Charles II., he was committed to the Tower, and executed on Tower Hill, June 14, 1662. Sir Henry was not in the country at the date of his allotment,<sup>31</sup> nor is there on record any conveyance of his estate;<sup>32</sup> but Nicholas Parker owned it in 1639.<sup>33</sup> He sold the westerly part, by deed not recorded, to George Burden,<sup>34</sup> who, February 19, 1651/2, sold it with other lands westerly, for £230, to Aaron Way and William Ireland, of Dorchester. The improvements of that date (unless conventionally stated) were "my howse howseing barnes buildings stables Cowhouses Orchards tofts gardens fold yards and all that my farme lying at Rumley marsh Conteyning eight score acres of vpland and marsh. formerly purchased of m<sup>r</sup> Niccolas Parker and lying betweene the lands of Richard Bellingham Esq<sup>r</sup> on the south side and the lands of m<sup>r</sup> John Newgate of Boston me<sup>r</sup>chant on the North side and betweene the lands of the sajd Niccolas Parker one the east side and the lands belonging to the Towne of maulden on the west side."<sup>35</sup> The other lands westerly of the Vane allotment, purchased by Ireland and Way, included thirty-five acres, more or less, between Woodlawn Cemetery and Mt. Washington, owned in part by the late Isaac Pratt.<sup>36</sup> In 1652, there was a house on this estate which may have been that now occupied by Mr. Nathan Pratt.<sup>37</sup>

Within the memory of those lately living, there were two

<sup>31</sup> [See *infra*, Appendix 1.]

<sup>32</sup> In Lechford's Note Book (p. 60) is the following: "Copie of a grant of Powderhorne Hill by Henry Vane Esq<sup>r</sup>. to William Brampton gent. Dated 2. 1638 [*sic*]." Vane never owned Powderhorn Hill, and the grant to Brampton may have been Vane's actual allotment.

<sup>33</sup> He agreed to pay £5 for cutting the wood on the swamp, and placing it "in heapes fit for carriage & reasonable burdens fitt for a man easily to carry." *Ibid.*, 139. [Parker's ownership of Vane's allotment was attested December 18, 1639, in the legal description of the land sold to John Newgate by Governor John Winthrop. *Ibid.*, 141. Parker sold his house in Roxbury, July 18, 1639.]

<sup>34</sup> [See Appendix 2.]

<sup>35</sup> Suff. Deeds, L. 1, ff. 206-208.

<sup>36</sup> [This note has been transferred to Appendix 2.]

<sup>37</sup> No. 435 Washington Avenue on Hopkins' Atlas of Suffolk County, iv., Plate F. [See Appendix 2 for a continuation of this note.]

other very old houses which stood on the Ireland-Way Farm. One was on the Robert Pratt estate;<sup>38</sup> and the other on the Samuel Pratt estate.<sup>39</sup> The first, replaced by a new house, was that in which General Washington is said to have lunched when riding the easterly end of the American line, at the siege of Boston. When the Andros government, in 1688, would have prevented Increase Mather from going to England in behalf of the Colony, he came from Boston, through Charlestown, to Aaron Way's house (that supposed to be still standing), and at night went from Way's to a boat near Mr. Newgate's Landing Place (near Slade's Mill), and thence through Crooked Lane (dividing Noddle's and Hog islands) to the sea, boarded the *President*, and sailed for England.<sup>40</sup>

March 25, 1691, when Way and Ireland divided their estate, Way took the westerly rooms of the house, and the northerly half of the barn; and Ireland, the easterly and southerly parts of the same.<sup>41</sup> October 21, 1696, Joanna, widow and executrix of Aaron Way, and Moses their son, and Sarah his wife, sold their estate for £330 to Thomas Pratt.<sup>42</sup> He purchased the other half of William Ireland, perhaps the younger,<sup>43</sup> for £500, December 17, 1714, and thus became sole

<sup>38</sup> No. 400 Washington Avenue.

<sup>39</sup> No. 435.

<sup>40</sup> Sewall, *Diary*, i. 209, 210.

<sup>41</sup> Suff. Deeds, L. 15, f. 80.

<sup>42</sup> *Ibid.*, L. 23, f. 203. Thomas Pratt, ancestor of the Chelsea family, married Mary, widow of Isane Lewis, who died in 1691, aged 34, and was buried at Malden. [Suff. Prob. Rec., L. 21, f. 183.] He was a son of John Lewis of Charlestown and Malden. She was a daughter of Samuel and Mary (Waters) Davis of Groton. [Wyman.]

<sup>43</sup> [The deed was signed by William Ireland and Abigail his wife, and it is stated therein that the division of 1691 was made by "Aaron Way decessd and the sd William Ireland." Abigail, wife of William Ireland, died November 21, 1715, aged 74. (Vital Records of Malden, 355.) Presumably she was the daughter of John Greenland, whose will, dated May 1, 1685, was probated in Middlesex County, March 27, 1691. December 17, 1701, William Ireland of Rumney Marsh gave a house in Boston by deed of gift to Elizabeth Ireland, widow of "his Son William Ireland late of Boston decessd," for the use of herself and her two children, John and Jonathan Ireland (both minors). Suff. Deeds, L. 20, f. 509. He had earlier given the son land at "Wills hill," Salem. Three children of William and Elizabeth Ireland appear on the Boston records: John, born September 17, 1682; Elizabeth, February 24, 1687/8; and Jonathan, January 5, 1694/5. Presumably the William Ireland baptized at Dorchester, December 16, 1655, was William Ireland, Jr., husband of Elizabeth.]

owner of the Way and Ireland estate.<sup>44</sup> Those of his blood and name now occupy the old mansion.<sup>45</sup>

The Vane allotment, by estimation, contained two hundred and sixty acres,<sup>46</sup> one hundred and thirty of which, on the easterly part of Fenno Hill, became the property of Rev. Thomas Cheever.<sup>47</sup>

"2. M<sup>r</sup>. John Winthrop, the Elder, a hundred and fiftie acrs: bounded on the South with M<sup>r</sup>. Vane; on the West with Charlestowne; on the North with M<sup>r</sup>. Newgate and James Penn; and on the East with the highway."

This estate, the northerly part of Fenno Hill, lying between Sir Henry Vane's allotment and Mountain Avenue, was conveyed to John Newgate, December 18, 1639, by deed unre-

\* Suff. Deeds, L. 29, f. 83. October 17, 1710, Ireland purchased of Edward and Rebecca Watts, for £12, a piece of marsh,—bounded easterly and southerly on their other land, westerly on Thomas Pratt, and northerly on Ireland,—including a "Creek that runs between said granted premisses and said Ireland's Land,"—about two acres. Suff. Deeds, L. 25, f. 139. This deed indicates that Edward Watts came over not later than its date. [Presumably this was that parcel of land, south of the creek, which on Hopkins' Atlas, Plate G. of vol. iv., was marked as belonging to E. Kimball, and which was owned by the Revere Rubber Company when purchased by the Metropolitan Park Commission for the Revere Beach Parkway. For a continuation of this note, see Appendix 3.]

\* [See Appendix 4.]

\* [The Vane allotment in January, 1637/8, was, nominally, 200 acres. See Appendix 1.]

\* The title is this: Vane to Nicholas Parker, about 1639, by deed unrecorded. Parker devised the estate, then in possession of Samuel Davis, to his son Captain Nicholas Parker; and he [by will dated] August 27, 1668, to his brother Jonathan, or, be dying, to his sisters, Joanna, wife of Arthur Mason of Boston, and Mary, wife of William Davis (or Dauice) of Barbadoes; and they for £200, sold 130 acres to Thomas Savage, September 30, 1674. Suff. Deeds, L. 9, f. 25. For title from Savage's heirs to Samuel Sewall, of the estate, then in the occupation of Thomas Townsend, see *Ibid.*, L. 13, ff. [62], 82. Sewall conveys the estate, still in Townsend's occupation, April 27, 1685, to James Bill, Jr., Jonathan Bill, and Joseph Bill. L. 13, f. 307. They conveyed to Thomas Cheever (who married Sarah, daughter of James Bill, Sr.), October 22, 1689 (L. 15, f. 2), for £357, the estate, then in his occupation, bounded east and north by Mr. Newgate, west by Ireland and Way and south by the Creek. The Vane allotment has been known for many years as Fenno Hill; but now that it has passed out of the Fenno family, it is worth a thought whether, in honor of a great patriot and friend of the Puritan colonists, it might not well be called Sir Harry Vane Hill. [For further information as to the owners and tenants of this farm, see *infra*, Appendix 5.]

corded, drawn by Thomas Lechford,<sup>48</sup> author of "Plain Dealing." The price was fourscore pounds, and the sale by Winthrop was forced by the unfaithfulness of his agent.<sup>49</sup>

"3. James Penn, fiftie aers: bounded on the South and on the West with M<sup>r</sup>. Winthrop; on the North with M<sup>r</sup>. Newgate; and on the East with the highway."

James Penn came to Boston with Winthrop in 1630. He held various offices, died in 1671.<sup>50</sup> His estate was probably sold to Nicholas Parker, April 4, 1640, for £28.<sup>51</sup>

"4. M<sup>r</sup>. John Newgate, a hundred and twelve aers: bounded on the South with M<sup>r</sup>. Winthrop and James Penn; on the West with Charlestowne; on the North with M<sup>r</sup>. Sanford; and on the East with the highway."

This allotment, with those of Winthrop, Glover, and probably of Penn and Sanford, became the great Newgate Farm of "Foure hundred and Fifty or Five Hundred Acres"<sup>52</sup> (afterwards known as the Shrimpton, or Yeamans Farm) which, in 1688, was bounded thus: Southerly on the river to Hogg Island and Creeks; westerly by the lands of James Bill (Cheever estate), Aaron Way and William Ireland; northerly by the [country] highway and Maulden line; northeast by

<sup>48</sup> Note-Book, 141.

<sup>49</sup> Savage, Winthrop, II. 3, note 1; 2 Proc. Mass. Hist. Soc., vii. 127.

<sup>50</sup> For the Penn family, see Essex Inst. Hist. Coll., xix. 269; also Boston Rec. Com. Rep., v. 22, 71; *infra*, p. 116.

<sup>51</sup> Lechford's Note-Book, 142. [Judging from the position of the entry in the note-book, the deed was drawn in January, 1639/40; the money was payable June 1, 1640. No authority has been found for the date in the text.]

<sup>52</sup> [In the agreement between Nathaniel Newdigate *alias* Newgate, and John Shelton and Nicholas Brattle, June 1, 1687, the farm was stated to contain 300 acres. By actual survey in 1844 (Suff. Deeds, L. 525, f. 305) there were 364 or 366 acres, of which 104 acres 63 rods belonged to the original Brenton and Cole allotments. Of this latter, 19 or 20 acres were purchased from the heirs of William Hasey during the eighteenth century; thus about 85 acres bordering on Mill River belonged, presumably, to the farm in 1688. It is known that John Newgate purchased the Winthrop and Glover allotments, which, with his own, aggregated some 311 acres. Presumably Newgate and Parker exchanged lands (Appendix 1). Possibly, Cole or Tuttle purchased the Brenton lot, and exchanged with Newgate. At least, the Glover allotment became eventually a part of the Tuttle or Cole farm, and these farms seem, also, to have protruded into the western tier of allotments, and absorbed a part of the original Newgate lot. See *infra*, chap. xix., where Judge Chamberlain states that the Sanford allotment became the Keayne small farm, and the note thereon.]



THE YEAVANS FARM





THE YEAMANS HOUSE.

UorK

4700



the lands of Lieutenant-Colonel Nicholas Paige; and easterly by lands of Elisha Tuttle, Jeremiah Belcher and William Hasey.<sup>53</sup>

John Newgate, a merchant of Boston, 1632, was [a member] of the General Court [in 1638]. Thomas Townsend, of Lynn, was a brother-in-law. One of his daughters married John Oliver, and, on his death, Edward Jackson; another, Peter Oliver, brother of John; and a third, Simon Lynde, one of Andros' judges, and a grantee of the Indians in the first deed above. In 1640, Newgate gave the college "five pounds per annum for ever, towards the maintenance of lawfull, usefull, and godly literature therein, and chiefly to the furtherance of the knowledge of Jesus Christ, and his word and will," to be paid from the rents of his farm at Rumney Marsh.<sup>54</sup>

John Newgate died in 1665, when his son Nathaniel sold this farm of four hundred acres to Colonel Samuel Shrimpton for £350, charged with a perpetual annuity of £5 to Harvard College.<sup>55</sup>

Colonel Samuel Shrimpton, son of Henry, a wealthy citizen of Boston, was born there May 31, 1643.<sup>56</sup> The son was his father's principal legatee, and N. I. Bowditch, the conveyancer, thought him one of the wealthiest citizens of Boston in his day. He also took an important part in the government; but as his connection with Rumney Marsh was merely that of a landed proprietor, his personal history is omitted here, but may be found in Sumner's History of East Boston.<sup>57</sup>

<sup>53</sup> Suff. Deeds, L. 16, ff. 1, 2.

<sup>54</sup> Benj. Peirce, Hist. of Harvard University, 16. [This was confirmed by deed dated June 11, 1650. Suff. Deeds, L. 21, f. 201. The deed was acknowledged by John Newgate, May 12, 1662, and recorded March 15, 1702.]

<sup>55</sup> Sumner, Hist. of East Boston, 358, says this was by deed, but I find none recorded. In several particulars the history of Rumney Marsh rests upon unrecorded documentary evidence once in the sole possession of General Sumner, but now dispersed. He was a careful writer, but in several instances I have wished that I might see the document he cites. [The original deed to Colonel Shrimpton is among the Chamberlain MSS., iv. 29; it is recorded in Suff. Deeds, L. 16, f. 1; it is quoted in the text on p. 96, and cited in note 53. It was dated November 22, 1688, and was signed by the grandson, not the son, of John Newgate. See *infra*, Appendix 6.]

<sup>56</sup> Sumner, Hist. of East Boston, 192 note.

<sup>57</sup> Pages 187-230.

Colonel Samuel Shrimpton and Elizabeth (Breeden) had an only child, Samuel Shrimpton, Jr., born in Boston April 20, 1673, married Elizabeth Richardson, a niece of Colonel Shrimpton's wife, and died May 25, 1703. They had an only child, Elizabeth, born in Boston August 26, 1702, who married John Yeamans of St. James Parish, Westminster, England,<sup>58</sup> May 6, 1720, and died of smallpox December 4, 1721, aged nineteen.

Colonel Samuel Shrimpton died February 9, 1697/8, and by will proved the seventeenth, he devised to his wife Elizabeth the residue of his estate, for life, with power to dispose thereof by deed or will.<sup>59</sup> She married Simeon Stoddard May 31, 1709, and died in 1713, devising various estates, including the Newgate Farm, to her granddaughter, Elizabeth Shrimpton, for life, remainder to her heirs in tail.<sup>60</sup> Elizabeth Shrimpton married John Yeamans. They had a son, Shute Shrimpton Yeamans, born in Boston August 20, 1721, who married Matilda Gunthrop in Antigua.<sup>61</sup> Shute Shrimpton Yeamans, becoming of age in 1742, barred the entail, and vested the fee in his father.<sup>62</sup> John Yeamans died in England about 1749, and by will, February 23, 1747, gave all his estate to his only son, Shute Shrimpton Yeamans, in fee, subject to various legacies.<sup>63</sup> John Yeamans lived at East Boston, and at the same time owned the Newgate Farm at Rumney Marsh,

<sup>58</sup> [In the marriage contract, dated May 6, 1720, he is described as "John Yeamans of the Island of Antigua, now resident in Boston." (Sumner, *East Boston*, 230.) April 4, 1721, John Yeamans, Esq., was excused from serving as constable for Boston, because he claimed to be "One of His Majestys Council for the Island of Antigua." Records of the Court of General Sessions of the Peace, iii. 74. See also *ibid.*, 74-80, where he was fined 20s. for striking Elisha Cooke, in what was apparently a political difference of opinion. Samuel Shute, then Governor of Massachusetts, was an uncle of John Yeamans. March 3, 1742/3, he was John Yeamans, late of Boston, "but now residing in Pall Mall in the Parish of St. James in the Liberty of Westminster . . . Great Britain."]

<sup>59</sup> [Colonel Shrimpton limited her power of disposal by the words "to & among such of my natural Relations and Friends as shall then be living."]

<sup>60</sup> Sumner, 195 [228]. [In the inventory presented by the executors, — Simeon Stoddard and Mrs. Elizabeth Shrimpton, widow of Samuel Shrimpton, Jr., — the farm at Rumney Marsh was valued at £1000. (Suff. Prob. Rec., L. 18, ff. 167, 168).]

<sup>61</sup> Sumner, 232.

<sup>62</sup> [Suff. Deeds, L. 66, ff. 271-277.]

<sup>63</sup> Sumner, 238, 239, 249.

and conceived the project of uniting the two places by a bridge, which would facilitate intercourse between them. In 1727 he petitioned the town of Boston for leave to construct such a bridge. This petition was granted on certain conditions;<sup>64</sup> but other measures of a more public nature engaging his attention, his scheme, though proposed by a "Bostonian" in 1796, was not consummated till more than a century after Yeamans proposed it.<sup>65</sup>

Sumner<sup>66</sup> gives the following: "Shute Shrimpton Yeamans . . . and his wife, Matilda Gunthorp, had two daughters and a son John, all of whom died young; also a son Shute, who died of consumption on his passage to America, June 9, 1774, aged about twenty years. Shute Shrimpton Yeamans died in Richmond, England, Sept. 10, 1769, aged forty-eight years." A copy of his will, dated in England, August 4, 1768, may be seen in the Suffolk Probate Records.<sup>67</sup> After various legacies, the will goes on to say, — "I give & devise unto my said son Shute Yeamans and his Heirs, my Farm with the Appurtenances called or known by the Name of Chelsea Farm situate near Boston in New England in North America and now let to Robert Temple Esquire at the Yearly Rent of forty pounds sterling Provided always that if my said Son Shute Yeamans shall happen to die before he shall attain the Age of twenty-one years Then (subject & charged as aforesaid) I give & devise my said Farm with the Appurtenances unto my said Son John Yeamans & his Heirs."

By the terms of Shute Shrimpton Yeamans' will, his sons dying without issue, his estates in New England became the property of his three aunts, Mary Chauncy, Sarah Greenough, and Mehetable Hyslop, the daughters of Mr. David Stoddard.<sup>68</sup> Mrs. Greenough's one third, or two sixths, descended to her two children, David S. and William, one sixth to each in fee. Mrs. Hyslop's two sixths, to her two children, David and Elizabeth, one sixth to each, in fee. Mrs. Chauncy's two sixths were divided between Rev. William Greenough and Elizabeth (Hyslop) Sumner, the wife of Governor Sum-

<sup>64</sup> Sumner, 240.

<sup>65</sup> *Ibid.*, 241.

<sup>66</sup> Page 249.

<sup>67</sup> L. 73, l. 697.

<sup>68</sup> [David Stoddard married Mrs. Elizabeth Shrimpton, widow of Samuel Shrimpton, Jr.]

ner.<sup>69</sup> Ultimately, David S. Greenough became owner of three sixths;<sup>70</sup> Elizabeth (Hyslop) Sumner, two sixths, and David Hyslop, one sixth.<sup>71</sup>

Robert Temple, first of the name, tenant of the Newgate Farm, was grandson of Sir Purbeck Temple of Stanton Bury, England, and was born in Ireland, 1694. He married Mehit-able, daughter of John Nelson, at Boston, August 11, 1721. He was a vestryman of Christ Church, Boston, April 6, 1724.<sup>72</sup> He owned the Ten Hills Farm, Charlestown, and was lessee both of Noddle's Island, and the Newgate Farm; of the former, presumably, as early as 1720; and of the latter, not later than 1742, at £30 per annum.<sup>73</sup> The lease [of March 25, 1748,] requires the tenant "To break up but 5 Acres of s<sup>d</sup> farm in any one year, & have but 15 Acres of it broken up at any one time during this Lease, And never sow any one parcel above three times, & then lay it down level & in a husbandlike manner. To spread upon the premises all the fodder made there. To bring and spread there two loads of dung for every load of fresh or salt hay, they may spare & carry off to market."<sup>74</sup>

Upon the expiration of this lease, in 1755, John Yeamans renewed it to Temple, for seven years at the same rent, Dr. William Clarke acting as his attorney.<sup>75</sup>

<sup>69</sup> Sumner, 253. [See Suff. Deeds, L. 362, f. 137; L. 134, f. 40. The deed from Rev. Charles Chauncey and his wife Mary, in 1780, was to take effect after their death, and was conditional upon the payment by William Greenough and Elizabeth Sumner of one third of the rents of this part of the farm (that is, one ninth of the whole rent), when they came into possession thereof, to David Hyslop.]

<sup>70</sup> [The ownership of the lands in East Boston and Chelsea differed. It was William Greenough who owned eventually one half of the farm at Chelsea. Suff. Deeds, L. 175, f. 26. For later owners, see Suff. Deeds, L. 247; ff. 250-255; L. 525, f. 16, etc.; also the plans of the land, in 1844, by Alonzo Lewis and John Low, L. 525, f. 305.]

<sup>71</sup> More about John Newgate may be found in The Townshend Family, by Charles Hervey Townshend, New Haven, Conn., 1884. [His will and the inventory of his estate is in Suff. Prob. Rec., L. 1, ff. 450-453; L. 4, ff. 245-249.]

<sup>72</sup> Foote, *Annals of King's Chapel*, i. 324; ii. 177, note, 298.

<sup>73</sup> [According to the will of Shute Shrimpton Yeamans, the rent of the farm, in 1768, was £40. (Sumner, 249.) Temple's tenancy dated, apparently, from the year 1734. See Appendix 6.]

<sup>74</sup> Sumner, East Boston, 317.

<sup>75</sup> *Ibid.* [Captain Robert Temple died in 1754. His will, dated April 9,

In the Rumney-Marsh Rates for 1737, Captain Robert Temple is assessed £45-9-4, the largest sum on the list. May 27, 1751, Voted, "that the Select men make enquiry whether the tax . . . of Cap<sup>t</sup>. Robert Temple may not be recoverable in the Law; and use their endeavours to obtain the same"; and May 22, 1753, see "whether y<sup>e</sup> Town will abate Cap<sup>t</sup>. Temple's Rates for y<sup>e</sup> last Year w<sup>ch</sup> he refuses to pay."<sup>76</sup> Captain Robert Temple had eleven children, the sixth of whom, Robert, was baptized in Christ Church, Boston, March 10, 1728, and married, June 5, 1755, Harriet, a daughter of Governor Shirley; she died in Ireland, in 1802. Like his father, he owned Ten Hills Farm and was tenant of the Newgate Farm. He also owned some real estate in Chelsea, though so far as is known, he never lived there, nor is his name found on the tax list after 1775. He was suspected of being a loyalist, and in 1775 took passage at Boston for London; but the vessel proving leaky, the captain put into Plymouth. In passing through Cohasset, the Committee of Safety of that town seized certain letters in his possession, and sent them to the general Committee of Safety, with the result, after examination, that the Cohasset committee were advised, May 29, to deliver to Mr. Temple all the articles in their possession, and "consider and treat him as a friend to the interest of this country, and the rights of all America."<sup>77</sup> He was in New York, August 13, 1776, and Sir William Howe asked General Washington if he had any objections to his landing and going to Massachusetts.<sup>78</sup> He arrived at Bristol, England, with his

was probated April 22. (Wyman.) The renewal of the lease, in 1755, was to the son, Robert Temple.]

<sup>76</sup> Chelsea Town Records, 35, 40. [The last quotation is from the warrant for the town meeting of May 22, 1753. The vote was that "The Select Men enquire into Facts relating to Capt Temples Lease wch if true to prosecute him otherwise to desist."]

<sup>77</sup> Journal, Provincial Congress, 559, 560, the "representations to the committee" by R. Temple, May 31, 1775; and see Sabine, *Loyalists*, ii. 349.

<sup>78</sup> [Land conveyances, with their acknowledgments, show that he was living in Charlestown, and transacting business there, in 1779 and 1780. On March 17, 1778, Robert Temple of Charlestown bought of Samuel Clark, a pasture of 32¼ acres in Chelsea; also September 23, 1779, of the heirs of Hon. James Pitts of Boston, 412½ acres, formerly a part of the Keyne-Oliver farm in Chelsea. He sold these on November 2, 1779, and February 9, 1780, to Nathaniel Tracy of Newburyport, to whom he

family, in August, 1780, and died before the close of the war. His daughter, Mehitabel Hester, who died in 1798, was the first wife of the third Lord Dufferin; and their son Robert, a captain in the British army, was killed at Waterloo.

The seventh child of Capt. Temple, Rebecca, married Capt. Robert Fenton, of the British army. It was this lady and her daughter who were said to have been stripped naked, tarred and feathered, and paraded through the streets of Boston by the excited patriots, on account of their adhesion to the Crown. Though such traditions are seldom without some foundation, this seems to rest on no historical basis.<sup>79</sup>

The ninth child of Captain Robert Temple, John, married a daughter of James Bowdoin, afterwards Governor of Massachusetts, January 20, 1767. He was one of the commissioners of the revenue, at Boston, about the beginning of the Revolution, was supposed to be favorable to the patriot cause, and was removed from his office by reason of his connection with the return to Boston of the "Hutchinson Letters."<sup>80</sup> But he recovered the royal favor and was made agent and Consul-General of Great Britain to the United States. By the death of his elder brother, Robert, without male issue, he became, in 1782, the head of his branch of the Temples, and Sir Richard, the seventh baronet, dying without issue, John Temple became Sir John.<sup>81</sup> A daughter, Elizabeth Bowdoin Temple, in 1786, married Thomas Lindall Winthrop, afterwards Lieutenant-Governor of Massachusetts.

John Newgate's allotment, with his purchases, included the site of Slade's Mills, which as early as 1688,<sup>82</sup> and probably much earlier, was known as "Mr. Newgate's Landing Place." From it, by way of Chelsea Creek, bulky farm products were distributed to various points in the upper bay. I have not yet learned when or how Boston or Chelsea became

sold the Ten Hills Farm. (Suff. Deeds, L. 131, ff. 1, 4; L. 132, ff. 155, 156.) For other tenants on the Newgate-Yeamans Farm, see Appendix 6.]

<sup>79</sup> 2 Proc. Mass. Hist. Soc., viii. 412.

<sup>80</sup> [In 1770 he was removed from the position in Boston, went to London, was appointed Surveyor General of Customs in England, was summarily dismissed therefrom in 1774, Lord North refusing an explanation — presumably for the cause given in the text.]

<sup>81</sup> Preface to the Bowdoin and Temple Papers, 6 Coll. Mass. Hist. Soc., ix.

<sup>82</sup> Sewall, Diary, i. 210.

owner of the Town Landing, nor have I investigated the matter as I intend.<sup>83</sup> But I now record such facts as I have incidentally noticed.

[In the warrant for the town meeting of] March 7, 1742/3, [one item was] "to consider [the] proposall of some Inhabitants about building a wharf at the town's landing place"; [it was voted] "that the affair of the Worff be left to May Meeting."<sup>84</sup>

March 10, 1766, "Voted to Dismiss the Request wholly, inserted in the Warrant Concerning the building of a wharf at the Towns Landing."<sup>85</sup>

July 22, 1782, "Voted to Grant Cap<sup>t</sup> James Stower & Cap<sup>t</sup> Sam<sup>l</sup> Clark Liberty to build a wharf anywhere between the mill Damb & M<sup>r</sup> Tays Fence not exceeding twenty five feet in width, for their own benefit & the benefit of the town."<sup>86</sup>

October 16, 1782, "Voted not to grant M<sup>r</sup> John Pratt Liberty to build a House by the mills."<sup>87</sup>

March 10, 1783, "Voted not to grant M<sup>r</sup> John Bucknams Petition for having a house plot by the mills. . . .

"Voted to allow M<sup>r</sup> John Pratt a House plot by the mills on the Town Landing he paying for it: Sixteen foot Square or more as the Committee shall think proper; . . . Cap<sup>t</sup> Sam<sup>l</sup>: Clark Joshua Cheever Esq<sup>r</sup> M<sup>r</sup> Sam<sup>l</sup>. Floyd [a committee] to Stake of Said Land."<sup>88</sup>

April 7, "Voted to Except the Report of the Committee that was appointed to Stake out a piece of Land for M<sup>r</sup> John Pratt . . . as it is Staked out at the northwesterly part of the towns Land near the mill dam."<sup>89</sup>

"5. M<sup>r</sup>. John Sanford, a hundred acrs: bounded on the South with M<sup>r</sup> Newgate; on the West with Charlestowne; on the North with Thomas Marshall; and on the East with the highway."

<sup>83</sup> [See Appendix 7.]

<sup>84</sup> Chelsea Town Records, i. 10, 11.

<sup>85</sup> *Ibid.*, 120.

<sup>86</sup> *Ibid.*, li. 76. [See chapter vii. appendix, for the connection of Captain Stower, Captain Sprague, and John Bucknam with the mills.]

<sup>87</sup> *Ibid.*, 77.

<sup>88</sup> *Ibid.*, 79.

<sup>89</sup> Pages 79, 80. See *infra*, chap. xxxi., other votes respecting the Town Landing; the erection of a Poor House and a Mill.

John Sanford, of Boston, 1631, in 1632 was cannoneer at the fort. Disarmed in 1637 as a supporter of Wheelwright, he went to Rhode Island, where he held high offices, and was chosen President in 1653.<sup>90</sup>

"6. Thomas Marshall, seventye acrs: bounded on the South with M<sup>r</sup>. Sanford; on the West with Charlestowne; on the North with M<sup>r</sup>. Keine and Thomas Matson; and on the East with the highway."

Who Thomas Marshall was is not clear, but probably a shoemaker,<sup>91</sup> and perhaps the ferryman. Like many of the allottees of Rumney Marsh and Pullen Point, he was a supporter of Wheelwright, and was disarmed; but afterwards held important offices.<sup>92</sup>

"7. Thomas Matson, eight and twenty acrs: bounded on the South and on the West with Thomas Marshall; and on the North with M<sup>r</sup>. Keine and Beniamyn Gillam; and on the East with the highway."

April 29, 1639, "it is now agreed upon that whereas our brother Thomas Matson Was Allotted for his great Allotment at Rumney Marsh short by the number of twee heads; therefore at the next Alloting at Mount Woollystone that it shall be made up unto him at the end of the lott he hath now bought of our brother Edward Hutchinson, the Elder."<sup>93</sup>

<sup>90</sup> [The second wife of John Sanford married before 1637, was Bridget, daughter of William and Ann Hutchinson, leader in the Antinomian controversy. See N. E. Hist. and Gen. Reg., lvi. 295, 296, 409. The little Cogan farm was commonly called *Sanfords Lot* according to legal conveyances of 1678 and 1730. See Appendix I.]

<sup>91</sup> Suff. Deeds, L. 3, f. 20.

<sup>92</sup> There was a Captain Thomas Marshall who was admitted freeman in 1635, a member of the Artillery Company in 1640, and six times chosen representative to the General Court. [In the list of freemen the name Thomas Marshall appears in 1635, 1641, 1644, and 1655, and Thomas Marshall of Reading in 1653. O. A. Roberts (Hist. of the Anc. and Hon. Artillery Co., i. 108) thinks Captain Marshall was the freeman of 1641. According to the date of death and age as there given, he was under twenty-one years of age in 1635.] John Dunton in his *Letters*, 1686 (Prince Soc., ed., 264), speaks of a Captain Marshal, "a hearty old Gentleman, formerly one of Oliver's Souldiers, upon which he very much values himself: He keeps an Inn upon the Road between Boston and *Marble-Head*: His House was well-furnished, and we had very good Accommodation." Savage considers him of Reading. See Lewis and Newhall, Hist. of Lynn (1865), 155.

<sup>93</sup> Boston Town Records. [He lived later at "Mount Woollystone," i. e., Braintree.]



Thomas Matson, a gunsmith of Boston, constable and military officer, is said to have come over with Winthrop. He was brother-in-law to Theodore Atkinson, felt maker, who came to Boston in the employment of John Newgate. As an adherent of Wheelwright he was disarmed.<sup>94</sup>

"8. Beniamyn Gillam, eight and twenty acrs: bounded on the South with Thomas Matson; on the West with M<sup>r</sup>. Keine; and on the North with John Gallopp; and on the East with the highway."

Benjamin Gillam was a ship carpenter, admitted freeman in 1635.

"9. John Gallopp, nine and forty acrs: bounded on the South with Beniamyn Gillam; on the West and on the North with M<sup>r</sup>. Keine; and on the East with the highway."

John Gallopp, of Boston, 1637, married Hannah, daughter of Margaret Lake, a widow who resided at John Winthrop's. He was in the Pequot war, and was one of the six captains at

<sup>94</sup> He leased his lot to Thomas Townsend (see Townshend Family, 50). Though I find no record of a conveyance, it seems to have become a part of the Newgate Farm. [It is more probable that it became a part of the Keyne Farm, as the Sanford allotment, which lay between it and the Newgate Farm, became the Little Cogan Farm. See Appendix 1.] In 1636 arose the Antinomian controversy in Boston, which, says Bancroft, "infused its spirit into everything; it interfered with the levy of troops for the Pequot war; it influenced the respect shown to the magistrates, the distribution of town-lots, the assessment of rates; and at last the continued existence of the two opposing parties was considered inconsistent with the public peace." I doubt whether the charge respecting the distribution of town lots is well founded, for the Antinomians had, as has been seen, many allotments of the very best land in what was then Boston, where they were chiefly found. [Judge Chamberlain assumed that the allotments at Rumney Marsh and Pullen Point, recorded in January, 1637/8, were made during that month, and hence after the trial and banishment of Mrs. Hutchinson; but see Appendix 1.] In religious belief, they held that one "under a covenant of faith" need not concern himself about "the covenant of works." The famous Mrs. Hutchinson and her kinsman, Rev. John Wheelwright, were their leaders. Their opponents, chiefly of the country places, were more numerous and therefore more powerful. Besides, they had Governor Winthrop and the Boston clergy on their side: Vane was with [the Antinomians]. At a synod at Newton, August 30, 1637, Mrs. Hutchinson's tenets were condemned; in November, she was tried before the General Court and, with [a few] of her associates, banished; [many were disarmed]. The stronger party thought the state to be in danger, and treated her friends with great harshness; but some years later many of those who had been banished returned to Massachusetts, and held high offices.

the Narragansett-Swamp fight against King Philip, 19th December, 1675. His daughter married John Cole of Boston. Like so many other allotments, his was united either to the Keayne, or to the Newgate farm.<sup>95</sup>

"10. M<sup>r</sup>. Robte Keine, three hundred and fourteene acrs: bounded on the South with Thomas Marshall, Thomas Matson and John Gallopp; on the West with Charlestowne; and on the East with Beniamin Gillam, John Gallopp, and the highway."

Of Captain Robert Keayne — as he wrote his name — we shall hear more.<sup>96</sup>

"11. M<sup>r</sup>. John Coggeshall, twoe hundred acrs: bounded on the South with M<sup>r</sup>. Keine and M<sup>r</sup>. Cogan; on the West with Charlestowne; on the North with Saugust; and on the East with the Sandy beach unto the mouth of Saugust River."

This is the most northerly part of Revere, from Malden to the sea, and apparently in part, at least, is in the "Panhandle." He sold his allotment to John Cogan, by deed not recorded.

John Coggeshall, a mercer, who came in 1632, was a short time at Roxbury, and then removed to Boston. Like many of the allottees of Runney Marsh, friends of Wheelwright, he was expelled from the General Court, disarmed and banished. He went to Rhode Island, where he held many offices, and finally became president of the colony.

"12. M<sup>r</sup>. John Cogan, two hundred and tenn acrs: bounded on the North with M<sup>r</sup>. John Coggeshall; on the East with the beach; on the South with M<sup>r</sup>. Harding; and on the West with the highway."

By the purchase of the Coggeshall allotment, Cogan's estate extended northerly to the Pines River,<sup>97</sup> and became one of the largest in Runney Marsh.<sup>98</sup>

<sup>95</sup> [See Appendix 1.]

<sup>96</sup> See *infra*, chap. xix.

<sup>97</sup> The boundaries of the Keayne, Coggeshall, and Cogan allotments are not determinable with precision. Keayne's northern line is not given; but on a plan from actual survey, in 1688, it extended to the Creek, or Pines River, and has ever since. Coggeshall's allotment, from Malden on the west to the beach on the east, had Keayne's and Cogan's to the

<sup>98</sup> This note has been placed as an appendix to this chapter, — No. 9.

June 13, 1659, "ordered that the title of the land in M<sup>r</sup>. Cogans hand shall be prosecuted by the select men."<sup>99</sup> October 26, 1640, "The Bridge [over the brook on the road to "Black Ann's corner"] to bee built at Romney marsh is to be donne with all speede, and M<sup>r</sup>. Cogan hath undertaken to see the same donne for the Towne of Boston."

John Cogan of Boston, merchant, had been at Dorchester in 1632, and was freeman in 1633. In 1652 he married for his second wife, the widow, first of Thomas Coytemore, and secondly of Governor Winthrop.<sup>100</sup> He died in 1658. In 1652, he gave to Harvard College, for the use of the President and Fellows, so long as they and their successors profess and teach the good knowledge of God's Holy Word and works, etc., a parcel of marsh in Runney Marsh, then estimated at seventy acres, but which appears to have since dwindled to fifty acres.<sup>101</sup>

south of it, and thus cut them off from the Creek. From Cogan's northerly boundary, it is certain that he did not touch it. Coggeshall sold his estate to Cogan, who thus went up to the Creek; and Cogan, by deed March 25, 1653 (Suff. Deeds, L. 1, f. 294), sold to Samuel Bennet all that part of the Coggeshall purchase "vpon the Northerly side of a great Creeke extending from the Sea westerly the lands of Capt Robert Kayne lying vpon the Southerly side of the said Creeke." From this it may be inferred that Keayne then bordered upon the Creek; and inasmuch as Coggeshall's allotment originally was between Keayne and the Creek, that by some unrecorded deed, he had acquired title. [October 1, 1649, Valentine Hill and John Leveret conveyed to "Sam: Bennet of Lin" 600 acres "bounded on the southward wth Capt Robert Keines fferme (a certaine Creek dividing betweene the sd fferme & it) wth the line of the bounds of Charistowne westward: the lline of Lin bounds Eastward, & northward to the vttermost bounds of Boston in that place." Thus the title of Robert Keayne to land as far north as the Pines River was recognized as early as 1649. (See Appendix 1.) The grantors to Bennett added the postscript: "The certaine bounds of ye land we knowe not, but or interest in the land in that place according to the grant wee firme to." (See Boston Town Records, June 24, 1650.) That John Cogan held and improved lands north of the creek as a part of his purchase from Coggeshall seems certain, for a dwelling-house is mentioned in his deed of sale to Bennett. Also on October 1, 1645, John Cogan mortgaged "his fferme at the Rocks goeing to Lin, wth the dwelling house barne & other appurtenances, & foure oxen & foure Cowes wch are in the Custody of the tenant." Suff. Deeds, L. 1, f. 68.]

<sup>99</sup> Town Records. [See Appendix 8.]

<sup>100</sup> [For a rumour that she contemplated a fourth marriage, see 3 Coll. Mass. Hist. Soc., x. 45.]

<sup>101</sup> Peirce, Hist. of Harvard University, 16; Boston Rec. Com. Rep., v. 70.

"13. M<sup>r</sup>. Robte Harding, a hundred acrs: bounded on the North with M<sup>r</sup>. Cogan; on the East with the Beach; on the South with Nicholis Willys; and on the West with the highway."

Robert Harding came with Winthrop. He was a captain and selectman, but joining Mrs. Hutchinson's party, was disarmed in 1637; and yet of the Artillery Company in 1638, in which year he removed to Rhode Island, where he held important offices. He returned to England, and was a merchant there.

May 11, 1639, Robert Harding sold half of his allotment, about fifty acres of upland and marsh, to Richard Tuttell for £33 6s. 8d., "bounded towards the North by a strait line parting betweene it and the other half of my pper Allotment, Towards the East by the Comon sewer [shore?], Towards the South it Adioyneth to Certaine lands purchased by the said Richard Tuttell; towards the West by the Comon High Way."<sup>102</sup>

"14. Nicholis Willys, nyne and forty acrs: bounded on the North with M<sup>r</sup>. Harding; on the East with the Beach; on the South with ; and on the west with the highway."

Willys, a Boston mercer, died in 1650. December 27, 1638, he sold his allotment of forty-nine acres of upland and marsh for £30 12 s. 6d. to Richard Tuttell.<sup>103</sup>

"15. John Odlin, fourscore and foure Aers: bounded on the North with Nicholis Willys; and on the South with

[In June, 1652, John Cogan gave livery and seizen to Henry Dunster, then President of Harvard College. January 16, 1654/5, the gift was confirmed and defined under the signatures of John Cogan and Henry Dunster. It provided that "if any of the children or grandchildren of the said John shall come to be students in the said collidge then they shall personally enjoy the yearly revenue of the said land during their continuance in or relation to the said Collidge as students." This conveyance was recorded June 27, 1770, with a plot of the land by Jno Gardner, showing 53 acres, 137 poles. (Suff. Deeds, L. 117, f. 102). February 7, 1832, when Harvard College sold the marsh to Edward H. Robbins (L. 357, f. 292); it was estimated to contain 60 acres. In 1693 it was let to "Richd Hood, Nath. Ingolls & Robt Potter" for eight pounds a year. Proc. Mass. Hist. Soc., vi. 349. It bordered on the Pines River; since 1803 the Salem Turnpike, later known as Broadway, has crossed its western end.]

<sup>102</sup> Boston Town Records, October 28, 1639.

<sup>103</sup> *Ibid.*, January 21, 1638/9.

Richard Tuttell; on the East with the beach, and on the highway to the West."

Odlin, a cutler, was disfranchised as Antinomian, November, 1637. He died December 18, 1685, aged eighty-three. He sold his lot for £29 8s. to Richard Tuttell, July 19, 1638.<sup>104</sup>

SOME OF THE ALLOTMENTS AT PULLEN POINT NECK

"William Stidson, 30 Aers of upland and marsh together; bounded towards the North and North East by the said Allotments of John Oliver and Thomas Fayreweather, towards the East by the aforesaid northermost Creeke, and towards the south by the Allotments of Edward Baytes, and towards the West by the Common highway aforesaid."<sup>105</sup>

"Edward Bayts, 14 Aers of upland and marsh together: bounded towards the North by the said Allotment of William Stidson, towards the East by the said Northermost Creeke, towards the South by the Allotment of Thomas Matson, and towards the West by the said highway."

Edward Bates, Boston, 1633, was disarmed as a friend of Wheelwright.<sup>106</sup>

"Thomas Matson, 28 Aers of upland and marsh together: bounded towards the North by the said Allotment of Ed. Bayts, towards the East by Fishers Creeke, towards the West by the said Way, and towards the South by the Allotment of M<sup>r</sup>. Edward Gibones."<sup>107</sup>

"M<sup>r</sup>. Edward Gibones, 110 Aers of upland and marsh together: bounded towards the North by the Allotment of the said Thomas Matson, towards the East and South by

<sup>104</sup> *Ibid.*, December 24, 1638. The allotments of Harding, Willis, and Odlin formed the basis of Richard Tuttle's great estate in Revere on the easterly side of the turnpike. [See *infra*, the allotment to Tuttle.]

<sup>105</sup> [The notes on William Stidson are in chapter iii. Judging by the boundaries of adjoining estates, his allotment became a part of Wentworth Daye's farm. *Infra*, Appendix 10.]

<sup>106</sup> [He was admitted to the Boston church in November, 1633; was excommunicated November 9, 1642, for "thefts, lyes & immorality," was received again into the church April 28, 1644. His allotment became the property of Captain John Leverett before January 4, 1657/8. (Suff. Deeds, L. 3, f. 92.)]

<sup>107</sup> [Presumably this allotment was purchased by Edward Gibbons, for January 4, 1657/8, Gibbons' farm was bounded on the north by land formerly belonging to "Edward Betts." (Suff. Deeds, L. 3, f. 92.)]

Fishers Creete, and the Common shore, and towards the West by the said highway." <sup>108</sup>

Edward Gibbons, a Boston merchant, was one of the most interesting characters of his day in Massachusetts; though his early life was rather wild, and all of it full of romance, scarcely any one rendered more varied services. But at no time was [his chief residence at] Pullen Point, and it is as an allottee of land there, that his career is followed here. When, whence, or to what part of New England, he came, is now unknown. Ambrose Gibbons, a man of note and possibly a relative, came to Portsmouth, New Hampshire, in 1630; but Edward Gibbons, Savage says, "of Charlestown 1630, had some years earlier lived among the church of misrule at Mount Wollaston, but was seriously impressed by the service, 1629, at the ordination of Higginson and Skelton" at Salem, and was "early admitted into the Boston church, being No. 113." <sup>109</sup> Though living at Charlestown, he probably retained his Boston church membership, as his son Jotham was baptized there October 27, 1633. He was freeman May 18, 1631, and Savage says "removed soon to Boston;" <sup>110</sup> was representative 1635; of the artillery company 1637; its captain 1639, 1641, 1646, and 1654; major-general in 1649; assistant in 1650; and died December 9, 1654."

Notwithstanding his serious impressions in 1629, he suffered a relapse, though perhaps venial, and in August, 1631, was fined (as has been said) twenty shillings, with others in a less sum, "for abusing themselves disorderly with drinking to much stronge drinke aboard the Frendshipp, & att M<sup>r</sup> Maflacke his howse at Winettsem<sup>t</sup>." <sup>111</sup>

<sup>108</sup> See *supra*, p. 90.

<sup>109</sup> Savage, Winthrop, i. 192, note; Gen. Dict.

<sup>110</sup> I think that Savage is wrong. The earliest mention of Gibbons in the Boston Records is January 9, 1636/7,—the date of his allotment, which implies that he was then an inhabitant of that town; but he was of Charlestown, May 9, 1632 (Mass. Col. Rec., i. 95), and as late as January, 1636 (Frothingham, 80, 85). It is probable, therefore, that between January, 1636, and January, 1637, he removed from Charlestown to Boston.

<sup>111</sup> Mass. Col. Rec., i. 90. Samuel Maverick's house in 1631 was at Winnisimmet, though Johnson (Wonder-Working Providence, chap. xvii.) erroneously located it on Noddle's Island. But relying too implicitly on Frothingham (Hist. of Charlestown, 59, note 2), I assigned Gibbons' house "in the maine," in 1630, to Malden. (2 Proc. Mass. Hist.

Gibbons' allotment at Winthrop included Thornton's Station, near which is a great elm, under which once stood a farm house probably built by him, and torn down in 1860, having been previously occupied by Washington Tewksbury and Samuel Floyd. Gibbons' residence was in Boston after his removal from Charlestown; his farm house at Pullen Point may have been erected before 1641, for Winthrop<sup>112</sup> says that "Capt. Gibbons and his wife, with divers on foot by them, came riding from his farm at Pullen point, right over to Boston, the 17th of the 12th month [February 17, 1641/2], when it had thawed so much as the water was above the ice half a foot in some places."

This, also, is from Winthrop:<sup>113</sup> — June 12, 1643, "Mr. La Tour arrived here in a ship of 140 tons, and 140 persons . . . came from Rochelle . . . took a pilot out of one of our boats at sea, and left one of their men in his place. Capt. Gibbons' wife and children passed by the ship as they were going to their farm, but being discovered to La Tour by one of his gentlemen who knew her, La Tour manned out a shallop, which he towed after him, to go speak with her. She seeing such a company of strangers making towards her, hastened to get from them, and landed at the governour's garden. La Tour landed presently after her, and there found the governour and his wife, and two of his sons, and his son's wife, and after mutual salutations he told the governour the cause of his coming, viz. that this ship being sent him out of France, D'Aulnay, his old enemy, had so blocked up the river to his fort at St. John's, with two ships and a galliot, as his ship could not get in, whereupon he stole by in the night in his shallop, and was come to crave aid to convey him into his fort." The whole story is too long for this place. It may be said, however, that not only was Mrs. Gibbons alarmed, but

Soc., i. 368). This was a mistake, for before 1633, when a large territory north of the Mystic was assigned to Charlestown it had no allotable land there. In 1634, after its enlargement, each inhabitant, Frothingham says (Hist., 56), had an allotment of ten acres at "Mistick Side"; but the Town Records (p. 73 [82]) give "The first Division of Lands one Mistick syde," which the editor says "was made 6th, first month, 1637." [See D. P. Corey, Hist. of Malden, 59.]

<sup>112</sup> Hist. of New Eng. (Savage ed.), ii. 60.

<sup>113</sup> *Ibid.*, 107.

the governor himself, when he saw that he and his family, and all the ordnance of the Castle-Island, which had been deserted by order of the Court, were in the power of a stranger, to whom an unobstructed way to Boston was open; but La Tour's purposes were not hostile. Serious consequences, however, ensued to Gibbons, for he loaned large sums to La Tour which were never repaid, and Gibbons died poor. Much of his history is in Winthrop and Frothingham, and his genealogy in Wyman; but neither belongs to Chelsea.<sup>114</sup>

"These are of the great allotments at Rumley Marsh and Pullen Point.

"Mr. Richard Tuttle, a hundred threescore and one acres: bounded on the North with , on the East with the Beach, on the South with Mr. Glover, and on the West with the highway."<sup>115</sup>

Richard Tuttle, from London in 1635, was a husbandman, and his family, unlike those of many of the Revere allottees, cultivated their ancestral acres. He died May 8, 1640, aged forty-seven, leaving a widow Anne and minor children. Their only son John, then aged fifteen, finally took the Rumney Marsh farm, and the daughters the property in Boston.<sup>116</sup>

<sup>114</sup> [This note has been placed as an appendix to this chapter, — No. 10.]

<sup>115</sup> In the Book of Possessions, compiled about 1652 and printed with the Town Records of Boston, are given the possessions of Anne Tuttle, among which is "a Farme at Rumney Marsh, bounded with John Coggan on the north; Samuel Cole on the south; the sea on the east: and the high way on the west." The south boundary by Cole is noticeable. Between Tuttle's allotment on the north and Cole's on the south were those of Glover and Dyar, extending from the highway on the west to the beach on the east. As will appear, Glover's became part of the Newgate Farm. And as Mrs. Tuttle's south boundary was by Cole, it is probable that John Tuttle acquired that of Dyar. [The Dyar allotment became a part of the Cole Farm, and the Glover, of the Tuttle or the Cole Farm. *Infra*, note 119.] Tuttle also purchased, as has been seen, the allotments of Harding, Willys, and Odlin. His estate thus became very large, and with that of John Cogan (afterwards the Floyd estate) included the greater part of Revere easterly of the Turnpike.

<sup>116</sup> [John Tuttle described himself as "Jno Tuttle Senr of Rumney Marsh and Boston in New Engd." He left a house and land in the peninsula of Boston to his sons. During his lifetime, November 7, 1684, he gave part of that lot at the North End of Boston that appears in the Book of Possessions as the property of his mother, Anne Tuttle, to his two married daughters, Mary, wife of Caleb Carter, and Sarah, wife of Joseph Newell, both of Charlestown. Suff. Deeds, L. 13, ff. 205, 212. See *infra*, Appendix 11.]



February 10, 1646/7, John married Mary, daughter of Edward Holyoke of Lynn and had sons, John, Edward, Elisha, and Jonathan, and daughters, Mary, Sarah, and Rebecca. His will was probated March 31, 1687, and his farm then consisted of six hundred acres. It was divided between the sons, April 2, 1690.<sup>117</sup> The bounds and division may be given as follows: Beginning at the northwest corner of the estate of the late B. H. Dewing (Dr. Phillips Payson's parsonage), run thence southeasterly to the beach. Returning to said corner, run southwesterly by Dewing's westerly bound to and across Malden Street, over the hill into the valley; thence turn and cross Beach Street at the Church corner, and run southeasterly between the Hastings and Pinkham estates, and the north line of the town burial ground, on a straight line over the hill into the marsh between Beachmont and Crescent Beach. John's dwelling-house was on the hill lately levelled at that beach; Edward's, on the south side of Revere Street just east of Dewing's pasture fence; Elisha's on the west side of School Street, lately occupied by Ephraim Tewksbury; and Jonathan's on the north side of Beach Street, last occupied by Deacon Joseph Harris.<sup>118</sup>

"M<sup>r</sup>. Glover, nyne and fortie acrs: bounded on the North with M<sup>r</sup>. Tuttell, on the East with the Beach, on the South with M<sup>r</sup>. Dyar, and on the West with the highway."

Jose Glover, an English rector, contracted with Stephen Day of Cambridge, England, to come over with a printing press. Glover died on the passage, and his widow married

<sup>117</sup> Suff. Deeds, L. 29, f. 273. [The division was dated March 20, 1689; acknowledged April 2, 1690; recorded August 10, 1715. Reference is therein made to a plat of the land by William Johnson of Woburn.]

<sup>118</sup> For some of the facts above I am indebted to an article by B. H. Dewing, in *Revere Journal*, April 23, 1887. The Harris estate was part of Cole's allotment. Cole sold it to William Halsey (Hasey) March 24, 1653/4 (Suff. Deeds, L. 2, f. 4). This part at least came to be owned by the Tuttle family; for in 1730 and 1731 Josiah Tuttle, Jonathan Tuttle, and Samuel Paine and wife released their interest in it, as heirs of Jonathan Tuttle, to Jacob Chamberlain (*ibid.*, L. 46, f. 131; L. 51, ff. 122, 123), whose widow sold it in part to Hon. Samuel Watts; and in 1782 his heirs sold the same to William Harris, in whose family it now remains. [A careful examination of the deeds recorded in the Suffolk Registry shows that the Harris estate never formed a part of the Cole allotment; it descended to Jonathan Tuttle from his father, John Tuttle. See Appendix 11.]

Henry Dunster, the first president of Harvard College. One of his daughters married Adam Winthrop; another, Deane Winthrop; another, John Appleton. The Glover allotment was sold for £24 10s., by Elizabeth Glover, widow, to John Newgate, September 23, 1639, by deed unrecorded; and the Newgate farm was thus extended to tide water, at or near what is now Slade's Mill.<sup>119</sup> There was a "Newgate landing" on the Creek; and not far away, on Mill Street, still stands (1895) the old Newgate, Shrimpton, or Yeamans house, before alluded to.

"M<sup>r</sup>. William Dyar, twoe and fortie acrs: bounded on the North with M<sup>r</sup>. Glover, on the East with the Beach, on the South with M<sup>r</sup>. Cole, and on the West with the highway."

William Dyre, (as he wrote his name,) clerk of the [Commissioners of the town] for raising a new fortification on Fort Hill in 1636, was a milliner from London, and in 1637 was disarmed as a supporter of Wheelwright, disfranchised, and in 1638 driven to Rhode Island, where he became secretary of the colony. He was the husband of Mary Dyer, executed in 1660 as a Quaker.

"M<sup>r</sup>. Samuell Cole, a hundred and five acrs: bounded on the North with M<sup>r</sup>. Dyar, on the East with the Beach, on the South with M<sup>r</sup>. William Brenton, and on the West with the highway."

Samuel Cole came with Winthrop, and was one of the founders of the Artillery Company in 1637. His third wife was the widow of Robert Keayne. In 1633 he opened the first house of entertainment in Boston, but in 1635 he fell under the displeasure of the Court, — "Sam<sup>l</sup> Cole hath for-

<sup>119</sup> [The Glover allotment did not touch Mill River. To the South, between it and the river, lay the lands of Dyar, Cole, and Brenton. The Newgate landing and Slade's mill must have stood within the allotment to William Brenton. In September, 1639, when Elizabeth Glover sold the 49 acres mentioned in the text, they abutted "upon the sea towards the east upon the high way leading to the Lotts of Divers men towards the west, on the lands of Richard Tuthill towards the north and on the lands of Samuel Cole towards the south." (Chamberlain MSS., iii. 174.) Thus Cole must have acquired the Dyar allotment, which in 1637/8 was Glover's southern boundary. That of Glover became a part of the Cole or the Tuttle Farm, for in the Book of Possessions the latter had for its southern boundary the lands of Samuel Cole. See notes 52 and 115; also Appendix I.]

fectcd xx<sup>s</sup>. for selling 2 quarts of beare at ij<sup>d</sup> a quart." Two months before this he and others had been "licensed to keepe seuell ordinaryes in the plantacōns where they lyve during the pleasure of y<sup>e</sup> Court." But in 1637 he was again "fined 10 sh<sup>s</sup>. for selling a quart of beare at 2<sup>d</sup>., & was licensed to sell such claret & white wine as is sent for." The same year, "being convented for haveing had much disorder in his house, selling wine contrary to order, & beare above the price ordered, his dew for wine was iudged 10<sup>l</sup>, & hee was further fined 20<sup>l</sup>, w<sup>ch</sup> is togethe<sup>r</sup> 30<sup>l</sup>." This was a bad year for the publican. He was disarmed as a supporter of Wheelwright. But the next year affairs took a more favorable turn, as his fine was "respited till the next Court," and he had "liberty to sell his house for an inne." In 1638, he again fell into disgrace for the old sin of selling beer at two pence a quart. But he soon found grace; for in September, having forfeited one pound, it was reduced to ten shillings, and being fined £30 (the old fine) and owing £10 more, it was remitted to £15; and in 1639 he was granted £10 to clear his account. We cannot pursue his history further. He owned one hundred five acres of real estate at Rumney Marsh, but his extortionate sales of beer were made in Boston, and there was his disorderly house.<sup>120</sup>

"M<sup>r</sup>. William Brenton, a hundred sixtie and foure acrs: bounded on the North with M<sup>r</sup>. Cole, on the East with the Beach, on the South with M<sup>r</sup>. William Aspinwall, and on the West with the high way."

William Brenton is said to have come to Boston with John Cotton in 1633. He was selectman and representative. For some time he was in Rhode Island, and governor there. He contributed to the erection of the town house, which stood on the site of the old State House in Boston. Sir Jahleel Brenton, Vice-Admiral of the Blue, was a descendant.

"M<sup>r</sup>. William Aspinwall, a hundred sixtie and foure acrs: bounded on the North with M<sup>r</sup>. Brenton, on the East with the Beach and M<sup>r</sup>. Pierce, and on the South and on the West point with Crooked lane."

William Aspinwall probably came over with Winthrop in

<sup>120</sup> [This note has been placed as an appendix to this chapter, — No. 12.]

1630. He was chosen representative in the place of Sir Henry Vane, who went home in 1637. As a follower of Mrs. Hutchinson, he was fined eight shillings, disarmed and banished. He went to Rhode Island, but returned, and became recorder and a member of the Artillery Company.

Aspinwall had a "little house" at Pullen Point in 1637/8.<sup>121</sup> By deed unrecorded he sold his allotment to James Penn, elder of the First Church of Christ in Boston, who owned it in 1643. By his will, dated September 29, 1671,<sup>122</sup> he devised his "Farme at Pullin point," to his kinsman Penn Townsend, to be enjoyed after his wife's decease, "provided that hee pay tenn pounds yeerly out of the ffarme to my overseers and after their death to the Elders and deacons of the first Church of Christ in Boston Successively forever by them to bee disposed of for the maintenance of Suck poore Scollar or Scollars at the Colledge as they shall see good." This annuity continued until 1866, when the General Court authorized the elders and deacons of the First Church to release the same on satisfactory terms.

Penn Townsend, by will August 10, 1721,<sup>123</sup> devised the remainder of his estate, real and personal, to his two daughters Sarah Thayer and Ann Sale, and their then present husbands, for their natural lives, and then to his grandchildren. The property finally came into the Sale family, and in later years has been known as the Sale Farm, now owned by the Boston Land Company.<sup>124</sup>

#### THE QUANTITIES AND BOUNDS OF THE LOTS AT PULLEN POINT NECK

"M<sup>r</sup>. William Aspinwall, 22 acrs of upland at the nethermost point of the necke, towards the south: it is bounded by the Allottment of Thomas Buttalph, and towards the West by the 6 acrs of marsh granted to M<sup>r</sup>. John Sanford."

<sup>121</sup> Savage, Winthrop, i. 251.

<sup>122</sup> [The will was probated October 23, 1671. Penn Townsend was a nephew of James Penn, and inherited also Penn's house in Boston. Suff. Prob. Rec., L. 7, ff. 153, 154. See also Appendix 13.]

<sup>123</sup> [He died August 21, 1727, aged 75 years 8 months; his will was probated August 26. Suff. Prob. Rec., L. 25, f. 458.]

<sup>124</sup> [This note has been placed as an appendix to this chapter, — No. 13.]

"John Sanford, 6 acrs of Marsh, bounded towards the North | ——— |, towards the East by the Upland of William Aspinwall, towards the South by the Allotment of Thomas Buttalph, towards the West by the Allotment of the Governor, M<sup>r</sup>. John Winthrop, sen<sup>r</sup>." <sup>125</sup>

"Thomas Buttalph, | ——— | acrs of Upland and Marsh: bounded towards the East and north East by the Sea shore, towards the South and South East by the Allotment of William Peirce, towards the West and southwest by the Allotment of Thomas Fayreweather, towards the North and North West by the abovesaid land of William Aspinwall."

January 29, 1637/8, "Thomas Buttall is granted a great Lott at Pullen Point neeke for six heads." <sup>126</sup> In the Book of Possessions, is the following entry among others: "6. Also at Pulling point twenty fyve Acres upland bounded with the sea northeast: M<sup>r</sup>. Pierce southeast: James Pen northwest: John Webb and John Oliver southwest." <sup>127</sup>

"M<sup>r</sup>. John Winthrop, sen<sup>r</sup>, Governor: 50 acrs of Upland and Marsh together: bounded towards the North by the great salt Creeke compassing Hog Island, Easterly towards the East by John Sanfords 6 acrs of Marsh, towards the South and south East by the said Allotment of Thomas Buttalph and Thomas Faireweather, and towards the West by the Allotment of John Oliver." <sup>128</sup>

<sup>125</sup> [Judging by the bounds of the Buttalph and Oliver farms, this marsh became the property of Edward Hutchinson.]

<sup>126</sup> Boston Town Records. [See Appendix 1.]

<sup>127</sup> Book of Possessions, in Boston Rec. Com. Rep., II. ["7. Also seven acres of marsh more or lesse bounded with his own upland east: the River west: Edward Hutchinson, Junior, south: and James Pen north." *Ibid.* October 18, 1659, Thomas and Ann Buttolph of Boston conveyed to Deane Winthrop of Pullen Point for £110, "theire dwelling house & yard Barne & leantoo," with 32 acres of upland bounded northeast on the sea, southeast on Deane Winthrop, northwest on Elder James Penn, southwest on Wm. Burnell; and 10 acres of salt marsh bounded northwest on a creek, southwest on marsh of Edward Hutchinson, northeast on Elder Penn. (Suff. Deeds, L. 3, f. 380.) Thomas Buttolph, a leather dresser or glover, came in the Abigail from London, in 1635, aged 32, with wife Ann, aged 24. He joined the Boston Church September 22, 1639, and his wife, Ann, September 28. He was a freeman, June 2, 1641, and died in 1667.]

<sup>128</sup> [From the bounds of adjoining farms, it may be inferred that John Oliver acquired this land. The sale-price of the Oliver farm confirms this impression. (See Appendix 10.) Note also that John Winthrop conveyed

"John Oliver, 50 Aers of upland and marsh together: bounded towards the North hy the said great Creeke, towards the East hy the said Allottment of the Governor, M<sup>r</sup>. John Winthrop, sen<sup>r</sup>., towards the south by the Allottments of Thomas Faireweather and William Stidson of Wynesemitt, and towards the West by the Allottment of William Brenton.<sup>129</sup>

"Willyam Brenton, 64 acrs of Upland and Marsh together: bounded towards the North by said great Creeke, towards the East by the said Allottment of John Olyver, towards the South by the Allotment of William Stidson, and towards the West hy the Common shore.<sup>130</sup>

"Elias Mavericke, 12 Aers of upland: bounded towards the North hy the Common shore, towards the East hy an highway 2 rodd in breadth, running betweene the Lotts over the Neck, towards the south by the Allottment of Valentine Hill, and towards the West by the Common shore.<sup>131</sup>

"Valentyne Hill, 60 Aers of Upland: bounded towards the north by the said Allottment of Elias Mavericke, towards the East by the said high way, towards the South hy the Allottment of Raph Hudson, and towards the West and southwest by the Common shore."

Valentine Hill, Boston, 1636, a mercer from London, was of the Artillery Company, 1639, and freeman in 1640. He lived some time at Dover, and died in 1660. He sold land, apparently a part of his allotment, to Samuel Cole, May 20, 1645;<sup>132</sup> perhaps included in Cole's deed to William Halsey, March 24, 1653/4.

"Raph Hudson, 50 Aers: bounded towards the north by the said Allottment of Valentyne Hill, towards the East by the said highway, and towards the south and southwest hy the common shoare."

January 29, 1637/8, "our brother M<sup>r</sup>. Raph Hudson is to his son, in 1647, a farm estimated to contain 200 acres — no bounds being given — while in the Book of Possessions Deane Winthrop is accredited with a farm of but 120 acres, the boundaries showing that it did not include this parcel of land.]

<sup>129</sup> [Sold to James Bill in 1666. (*Infra*, Appendix 10.)]

<sup>130</sup> [This allotment, with that of William Stidson, may have constituted the farm of Wentworth Day. Note the bounds of the farm as given in Appendix 10.]

<sup>131</sup> [The notes on Elias Maverick will be found in chapter iii.]

<sup>132</sup> Suff. Deeds, L. 1, f. 59. [This land was on the Boston peninsula.]

granted his great Lott there [Pullen Point Neck] for six heads." <sup>133</sup>

Ralph Hudson was a woollen draper, who came from London in 1635.<sup>134</sup>

"Thomas Fayreweather, 30 Aers of Upland and Marsh together; bounded towards the North and Northwest by the Allottments of the Governor, M<sup>r</sup>. John Winthrop, sen<sup>r</sup>, and John Oliver, towards the East and north East by the afforesaid Allottment of Thomas Buttalph, towards the south and southeast by the Allottment of William Peirce, towards the south west by the afforesaid Allottment of William Stidson.

"Thomas Fayreweather, 4 Aers of upland at the Eastermost corner of Raph Hudsons: bounded by his said Allottment towards the North and West, towards the East by the said high way, and by the Common shore towards the South."

Thomas Fayreweather came to Boston early, perhaps with Winthrop.<sup>135</sup>

<sup>133</sup> Town Records.

<sup>134</sup> [Ralph Hudson, by will dated September 24, 1638, gave to his wife Mary, with other property, "my great lott Contayning 46 Acres lying at Pullen Point" for life, and after her death, to his daughter Hannah and her heirs, if she had children. Hannah married John Leverett, and had two children, Hudson and Hannah. The will was probated November 20, 1651, — the same day as that of the widow, Mary Hudson. The latter was dated September 26, 1651. (Suff. Prob. Rec., L. 1, ff. 59, 60; also N. E. Hist. and Gen. Reg., iv. 53, 54, 125-133.) The Court in approving the will of Mary Hudson excepted a house and garden in Boston, and "a great lott of forty Sixe acres at pullen Pointe wch is given by the will of the said Mary Hudson Contrary to Ralfe Hudsons will hir husband wch the Court Resolved was more then Shee had power to Doe." (Suff. Prob. Rec., L. 2, f. 36.) Apparently this became a part of Edward Hutchinson's farm. See Appendix 10.]

<sup>135</sup> [Mary, widow of Thomas Fayreweather, married John Evered *alias* Webb of Boston, also known as Ensign John Webb. (Suff. Deeds, L. 6, f. 47.) See Lechford's Note Book, 60, 65, for two drafts of a conveyance, under date June 21, 1639, dividing these lands between herself and proposed husband, and her son John Fayreweather (Commander at the Castle in 1689). December 15, 1639, John Webb (otherwise Everett) was admonished by the Boston church because he feasted with the ungodly on a fast day; but on the 26th of the following month he was "Reconciled to the Church." He became the owner of a large tract of land on the northern side of the Merrimack River, and in 1663-5 represented Chelmsford in the General Court. October 17, 1668, "John Webb, alias, Everit, pursuing a Whale, was caught in ye rope, twisted about his middle, & being drawn into ye sea, was drowned." Boston Rec. Com. Rep., vi, 207. His estate was

"Willyam Peirce, 100 Aers of Upland and Marsh together: bounded towards the north and northwest by the said Allotments of Thomas Fayreweather and Thomas Buttalph, towards the East and south East by the sea shore, and towards the southwest by the said Allottment of the Governor."

William Peirce came in 1633 with Cotton, Hooker, and Governor Haynes; was freeman, selectman; and died in 1641.<sup>136</sup>

"All the Remainder of the land, both upland and marsh, to the southward of the northermost Creeke running up out of Fishers Creeke or Cove, and from the southwest End of Peirces Lott to Pulling Point Gutt, being Compassed on all the sides with the Sea, save onely where it Joyneth to M<sup>r</sup>. Peirce, belongeth to the said John Winthrop, Governor."

The following entry of February 22, 1640/1, is in the Town Records:—"The graunt of the towne of Boston, to M<sup>r</sup>. John Winthrop, Esquire, of the twee hills, with some barren marsh adioyning there unto, be it more or lesse, liing next to pulling poynt, is thus bounded: towards the north with the Land of M<sup>r</sup>. William Pirce, and with the salt water on all other partes."

Governor Winthrop sold his estate at Pullen Point to his son, Deane Winthrop.<sup>137</sup>

The first entry in the Book of Possessions is this:—

*"The possession of M<sup>r</sup>. Deane Winthrop within the Limits of Boston.*

"One Farme at Pullen poynt, conteineing about one hundred and twenty Acres, be it more or lesse, bounded with M<sup>r</sup>. Pierce's

settled in Middlesex County. The allotment of Thomas Fayreweather may have become the farm of William Burnell; see Appendix 10.]

<sup>136</sup> [For further information about William Pierce see G. E. Littlefield, *Early Boston Booksellers*, 32-64; Savage, *Winthrop*, i. 25, Appendix A, 51, ii. 33, etc.]

<sup>137</sup> "John Winthrop of Boston Esq: granted unto Deane Winthrop his sonne all that his ferme or lott at Pullen point granted him by the towne of Boston, conteineing two hundred Acres more or lesse, now or late in the possession of the said Deane, with the Measuag there vpon built, & all the privileges & appurtenances & this was by an absolute deed of sale sealed & delivered in presence of Wm Aspinwall Not: publ. Dated the 13. (9) 1647." (Suff. Deeds, L. 1, f. 86.) [Samuel Sewall, who went to Pullen Point to attend the wedding of Atherton Haugh and Mercy Winthrop, wrote: "Mr. Dean Winthrop liv'd there in his fathers days, and was wont to set up a Bush when he saw a ship coming in; He is now 77 years old. In his Fathers time, his house stood more toward Dear Island." *Diary*, July 11, 1699.]





THE DEANE WINTHROP HOUSE.

HELIOTYPE CO. - BOSTON

three people, the King and the Queen and the

the South, and the Sea on the North.

On 19, Bridget Pierce, 1811-1871,

born in MD. Deane Winthrop, and

and father at Princeton, N.J.

Deane Winthrop, and mother at

the house of his wife, with all the goods of

the inheritance, and this was by will,

1811 (11) 1817.

and the INWALL,

1811, P. 1811, and A.

and the INWALL,

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THE CHURCH OF THE HOLY TRINITY

lott on the north, the Bay and Fisher's Cove on the west: Pullen point on the south: and the Sea on the east.

"6 (10) 1649. Bridget Pierce and William Pierce, of Boston, granted unto Mr. Deane Winthrop, of Boston, all that theire Messuage and Farme at Pullen point (adjoining unto the Farme of the sd Deane Winthrop), containeing one hundred Acres, be the same more or lesse, with all the outhouseing, fences, wood, and all other appurtenances; and this was by an absolute deed of sale, dated 14 (11) 1647.

Witness WM. ASPINWALL,  
JOHN EVERED,

BRIDGET PIERCE and a seale.  
WILLIAM PIERCE and a seale."

After more than two hundred years, the city of Boston has again become the owner of a portion, at least, of the old Winthrop estate.<sup>138</sup>

Deane Winthrop, the sixth son of Governor Winthrop, was born in England. Being at school when his father came over in 1630, he was left behind, but came with his brother John in 1635, at the age of twelve years. He was of the Artillery Company. He married Sarah, daughter of José Glover, and had a large family. He was early engaged with his uncle Emanuel Downing in a project of a new settlement at a place afterwards named Groton in compliment to his birthplace; but his residence was always at Pullen Point, where his house now stands, a view of which is given opposite. Its age, though doubtless very great, is not certainly known. Deane Winthrop lies buried in the old churchyard at Revere, where is his gravestone. The inscription on it will, with others, be given hereafter.<sup>139</sup>

With two exceptions, I have now given all the allotments, grants, or possessions of land within these old precincts of Boston, so far as I have been able to locate them.

The first was that rectangular strip of land of over six hundred acres, which was called the "Chelsea Pan Handle,"<sup>140</sup> until February 22, 1841, when it was in part set off to Saugus.<sup>141</sup> Its history, so far as I can follow it, is this: September 30,

<sup>138</sup> See *infra*, Appendix 14.]

<sup>139</sup> [This note has been placed as an appendix to this chapter, — No. 14.]

<sup>140</sup> It is probable that [a part of] allotment number eleven to John Coggeshall was in the Pan Handle. [See *supra*, note 97.]

<sup>141</sup> Special Laws, viii. 193.

1639, "Mr. Thomas Foule is allowed to be an Inhabitant."<sup>142</sup> January 27, 1639/40, "there is granted to M<sup>r</sup>. Thomas Foule a great Lott of 600 Aers Att —"<sup>143</sup> June 24, 1650, "It is ordered that whereas there was 600 Akers of Land granted to M<sup>r</sup>. Thomas Foule, which Land is accepted at Rumley March by Samuell Bennett of Line, be it more or leasse as is expressed in a deed to him made by Captaine Leveritt and M<sup>r</sup>. Hill: The Towne is freed from the said Granit, or otherwise the said Land is to returne to the Towne againe."<sup>144</sup>

The other parcel was the possession of Richard Bellingham, which comprised nearly all of the present city of Chelsea. It has a singular and interesting history of one hundred and fifteen years, 1672-1787, of legal controversy, which will appear in the following chapters.

<sup>142</sup> Boston Town Rec.

<sup>143</sup> *Ibid.*

<sup>144</sup> *Ibid.* Valentine Hill and John Leverett sold to Samuel Bennett of Lynn 600 acres (bounds not certain) purchased of Thomas Fowle, bounded south with Keayne's farm (a creek dividing the farm and it); west with Charlestown; east with Lynn; and "northward to the vittermost bounds of Boston." October 1, 1649. Suff. Deeds, L. 1, f. 110. Bennett sold the same with the house called "Rumly Hall" to George Wallis, for £355. Defines "Brides brook," December 3, 1656. *Ibid.*, L. 2, f. 310. Vide mortgage and release, *ibid.*, L. 3, ff. 13, 14. Bennett settles on his son Samuel, in consideration of his marriage, a house and 50 acres, [also 500 acres.] October 16, 1666. *Ibid.*, L. 7, f. 76. Vide Bennett to Bennett, 700 acres at Rumney Marsh, 1671. (Suff. Deeds, L. 8, f. 204.) But see Coggeshall and Cogan allotments, p. 106, and the Keayne estate, chap. xix. [For the further history of this farm, see *infra*, Appendix 15.]

## APPENDIX 1

[“THE great Allotments at Rumley Marsh and Pullen Point” were recorded on January 8, 1637/8; but Judge Chamberlain apparently was in error in assuming that they were made on that date, and that the allotments in January, June, October, and November, 1637, preceded them. The general allotment of lands began, as stated in the text, at the creek between Chelsea and Revere, and the allotments at Pullen Point were the last made; two, — those of Thomas Buttolph (Buttall) and Ralph Hudson, — not being voted by the selectmen until January 29, 1637/8, though placed on record under date of January 8. The method of allotment adopted by the town seems clear. The General Court which met September 25, 1634, granted to Boston enlargement at Mount Wollaston and Rumney Marsh. December 18, Boston chose a committee of leading men to divide the lands of the town among the inhabitants.<sup>1</sup> A year later, December 14, 1635, a committee of five<sup>2</sup> was chosen to lay out by metes and bounds the farms assigned by the allotters at Rumney Marsh. Previously, on the same day, it had been voted that the poorer inhabitants and such as had no cattle were to have their allotments assigned to them from the nearer lands at Muddy River, and a committee had been appointed to lay them out. Thus it was in general the wealthy, who had servants to till their lands, and who were on that account entitled to larger allotments, to whom were assigned the more distant lands across the bay at Rumney Marsh.

On March 23, 1634/5, it was “agreed that noe Wood shalbe felled at any of the Islands, nor elsewhere, untill they bee lotted out, but att Muddy Ryver, Dorehester necke, or Noddies Island,” and January 4, 1635/6, it was “agreed that hereafter from this day none shall fell any Wood or timber at Muddy Ryver, or any other place of private allotments, but upon their owne allotments,” and that timber already felled “in any the appointed place for private allotments,” should be carted away within six months or belong to the owners of the ground on which it lay. It was

<sup>1</sup> *Supra*, p. 86.

<sup>2</sup> *Supra*, p. 90.

also agreed that every one should have "a sufficient way unto his allotment of ground, wherever it be."

March 14, 1635/6, it was voted that the selectmen should "from this day oversee, looke unto and sett order for all the Allotments within us, and for all Comers in unto us." Presumably they at once superseded the committee appointed in December, 1634,—later denominated the "Allotters." On June 20 an allotment at Mount Wollaston by the selectmen appears in the record of their proceedings; but no land was allotted by them at Rumney Marsh or Pullen Point until January, 1636/7, when allotments were made as given in the text. Then, it should be noted, William Brenton had twenty acres added to an allotment previously made, while to Mr. Gibbons' allotment was added the proviso "if it be there to be had"; at the confirmation in June, 1637, it is stated that it had been laid out. Thus the allotments at Rumney Marsh and Pullen Point were laid out by metes and bounds by the Committee of December, 1635,—the Committee of December, 1634, having designated the number of acres to which each man was entitled. The laying out of the allotments was begun after May 25, 1636, as the first was assigned to Sir Henry Vane,—chosen governor on that date,—and the second, to John Winthrop, Deputy Governor. By January, 1636/7, all the lands in what is now Revere had been allotted, and some of the land in what is now Winthrop, as the selectmen's first grant was at Pullen Point Neck. Judging from the wording of the grant to Gibbons, the work of the second committee had not been completed, and all the land assigned had not been bounded.

As Rumney Marsh and Pullen Point were divided among the dwellers in Boston for farmlands, good water communication with that town was essential. The plan of allotment involved a public landing on Mill River, whence farm produce could be sent by boat through the present Mill and Chelsea Rivers, and across the harbor. From this landing a road was laid out northward between the farms toward the Pines River. It was the eastern boundary of allotments aggregating 1101 acres lying between it and Malden (then Charlestown) bounds; it was the western boundary of some 964 acres lying between it and the seashore. The Aspinwall allotment, now known as Beachmont, a triangular piece of land surrounded on two sides by salt water creeks, did not touch the highway. The Coggeshall allotment stood at the head of the two tiers of farms, next the Pines River, and the road is not mentioned in bounding it. The road was soon deflected into School, Beach, and Mill streets, in order to avoid hill and marsh, and thus the landing place on Mill River used by the people of Rumney Marsh

was not on the common land, but on a private allotment, which later became the Newgate farm. This change in the trend of the road was approved in 1666 by a committee of the town of Boston appointed to settle the highways at Rumney Marsh, and the unused part of the road, as originally laid out, was assigned to the farms through which the highway then in use passed.<sup>a</sup> At some points the original line between the two tiers of allotments, that is, the line of this road as first laid out, can apparently be traced on the atlas of 1874 in the parting line of estates, but the obtrusion of the Tuttle farm westward and the growth of a village about the church at Rumney Marsh tended to obliterate it. At Pullen Point there was a common shore beginning east of the lot of William Brenton, — near the present Main Street Bridge to Breed's Island apparently; thence extending south and east to Fisher's Creek. From this common shore a highway ran between the lots which lay along the shore, and those which abutted on Fisher's Creek, where the town had reserved the right to erect a wier and where, therefore, free shipment of goods might be interfered with.

According to recent surveys of the town of Revere, some 3750 acres are included within its limits, while in 1637/8, the allotment of less than 2500 acres was recorded; and yet the bounds then given are so dovetailed as to make it appear that the whole region as far north as the Pines River passed into private hands. If this was true, — and no other allotments by the town appear on record, — there was an allowance of over one thousand acres for swamp and waste. Although it was customary to make some allowance, this seems excessive even for a place so permeated by streams and marshes as Rumney Marsh. Apparently dissatisfaction was expressed later, as it was recorded in the town book under date of February 22, 1640/41: "That whatsoever allowance for Rockes or swampes our brother M<sup>r</sup>. John Oliver hath formerly made, or hereafter shall make, in the allotments of the inhabitants of this towne, shall of right belong unto them, unlesse the towne shall see cause to alter any thing before they be recorded by their bounds and limits in the town's booke." John Oliver, a surveyor before he studied for the ministry, was of the committee to lay out the allotments at Rumney Marsh and Pullen Point by metes and bounds, and the entry immediately preceding that just quoted, had repeated the bounds of the town's grant to John Winthrop of what was later known as Point Shirley, describing it as "twoe hills, with some barren marsh adioyning there unto . . . liing next to pulling poynt." In connection with a statement made by Judge Chamber-

<sup>a</sup> *Infra*, Appendix 7.



lain<sup>4</sup> it is, possibly, worthy of note that John Winthrop was given the land just mentioned in November, 1637, the month in which the Antinomians were disarmed.

In the same connection, it is of interest to observe that the allotment of land at Rumney Marsh was nearly completed before the Antinomian controversy reached its climax. Among the committee of seven appointed by Boston in 1634 for the allotment of its lands, Coddington, Oliver, and Balstone were sympathisers with the Hutchinson party. Of the committee of 1635 to lay out the allotments at Rumney Marsh by metes and bounds, three of the five, William Hutchinson, Samuel Wilbore and John Oliver, were disarmed by order of the General Court in November, 1637, and the first named was the husband of Ann Hutchinson. Among the first landholders at Rumney Marsh were many of Mrs. Hutchinson's party; one third of the allottees were disarmed in November, 1637. It is noticeable that the leading men among the Antinomians received allotments where the allowance for waste and swamp must necessarily have been the greatest. Thus John Coggesball was allotted land on the Pines River, from Malden bounds to the mouth of the river; William Brenton and William Aspinwall, on the Mill River. A possible explanation for the growth of the farms of Robert Keayne and John Cogan is that they purchased the allotments of John Sanford, son-in-law of William and Ann Hutchinson, and of John Coggesball, and divided them to suit their convenience. James Penn secured the Aspinwall allotment, and eventually John Newgate at least a portion of William Brenton's. Robert Keayne gave over half his estate to charitable purposes by a will signed in 1653; John Cogan gave seventy acres of marsh to Harvard College in 1652; James Penn bound his farm for the payment of ten pounds a year in perpetuity for the support of poor scholars at the College; and John Newgate, in 1640 or 1650, entailed on his farm a payment of five pounds a year to the college. No other bequests of this character were made by owners of farm land at Rumney Marsh. Many of Mrs. Hutchinson's followers left the colony; almost without exception they disposed of their holdings at Rumney Marsh. As early land transfers were seldom recorded, this increases the difficulty of tracing with accuracy in detail successive ownership in the farmlands there. A farm may have been increased by purchase; it may simply have been surveyed anew and no allowance made for waste.

The Keayne farms may be taken as an example. As recorded in

<sup>4</sup> Note 94 to chap. vi.

January, 1637/8, the allotment to Robert Keayne contained 314 acres. Between it and the Newgate allotment, were the Sanford, Marshall, Matson, Gillam and Gallopp allotments, aggregating 275 acres; that is between the Newgate lot and the Pines River 589 acres were allotted. Later there are found north of the Newgate farm, the Keayne small farm, the Cogan small farm, and the Keayne great farm, aggregating nearly one thousand acres, — an increase of about four hundred acres. In 1678 the Keayne great farm is described in a deed as bounded south west on the "Lands formerly m<sup>r</sup>. Coggans comonly called Sanfords Lot," and, in 1730, Hugh Floyd, then owner of the Cogan small farm, gave twenty acres thereof by deed of gift to his son Hugh describing it as "being a part of the Lot of Land known by the Name of Sanfords Lott."<sup>5</sup> Unless John Newgate sold land to Captain Keayne, the Sanford allotment of one hundred acres became, apparently, the Keayne and the Cogan small farms aggregating slightly over two hundred acres. Newgate possessed later at Rumney Marsh, a large farm of which 260 acres lay in the western tier of allotments, while the Cheever and Way-Ireland farms to the south aggregated some two hundred ninety acres. Yet the Newgate land and the allotments to the south aggregated in the original grant only 512 acres, — an increase of nearly forty acres. Furthermore the Tuttle farm protruded, apparently, into the western tier of allotments, absorbing a part of the Newgate farm. In the original allotments the Coggeshall lot of two hundred acres lay north of the Keayne and Cogan lots and was bounded west by Charlestown (later, Malden), east by the seashore and north by Lynn; it was purchased by John Cogan, who sold land north of the southern branch of the Pines River, and hence without the limits of the Keayne great farm, stating that it was a part of the Coggeshall grant.<sup>6</sup> Cogan's great farm, within the eastern tier of allotments, shows almost as great an increase in area as the Keayne farm with less possibility of increase by purchase. Possibly Keayne and Cogan divided the Sanford and Coggeshall allotments, — Keayne giving Cogan a hundred acres of the Sanford lot to offset any claims the latter might have within the western tier of allotments south of the Pines River, by virtue of his purchase from Coggeshall. As these early transfers were not recorded, it is impossible to reach a final conclusion in the matter.

The evolution of the Vane allotment into the Way-Ireland and

<sup>5</sup> Suff. Deeds, L. 11, f. 203; L. 45, f. 21.

<sup>6</sup> *Ibid.*, L. 1, f. 294.

Cheever farms is also perplexing. In the original grant it was two hundred acres. According to the Book of Possessions, Nicholas Parker, then its owner, possessed "a Farme of two hundred and sixty Acres at Rumney Marsh bounded with John Newgate on the north and on the east: Mr. Bellingham and the Creeke on the south: and Charlestowne bounds on the west," and also "twenty Acres of land at Rumney Marsh bounded with Samuel Cole on the east and on the north: and John Newgate on the west and on the south." Parker bought the fifty acre allotment of James Penn early in 1640; and John Newgate purchased in December, 1639, the Winthrop allotment of 150 acres, which lay between the Vane and Penn allotments, as that of Penn lay between the Winthrop and Newgate allotments. Presumably Newgate and Parker made, for convenience of tillage, an exchange of lands. Parker sold George Burden 160 acres, yet when Parker's heirs sold, in 1674, the remainder of the farm, it contained 130 acres, — a total of 290 acres, while the Vane and Penn allotments aggregated only 250 acres.

It is of interest to note that the allotments at Rumney Marsh were bounded by the beach, not by the sea. Thus, according to the terms of the original grant, the present Revere Beach did not pass into private hands. This the town of Chelsea claimed by vote April 6, 1812, citing this original grant as barring private ownership, and the charter of the town in 1739 as evidence of the town's rights. The allotment to Governor Winthrop of what was later known as Point Shirley had the sea, not the shore, for its boundary. Other allotments in Winthrop, except those bordering on the creek which separates Winthrop from Revere, were bounded by the shore, in several allotments denominated the "common shore." The first road from Pullen Point through Rumney Marsh to Lynn and Malden followed Revere beach to the modern Beach Street before turning westward, and as late as 1757 the beach to the north of this is described in a deed as the beach leading to the house of John Floyd.

From an early period in its history as a town Chelsea claimed apparently exclusive rights in the beach, and attempted to regulate the taking of sand, seaweed, and the like therefrom. But it found this a task beyond its power. Hence the selectmen of Chelsea in accord with a vote of the town, February 12, 1798, petitioned the General Court to prohibit "all persons from taking from said beach any Stones, gravel, sand, manure, &c . . . reserving only to the inhabitants of the said Town of Chelsea the right and liberty of taking Sand for the use of their own families and manure for their farms." The reason for this request, as stated

in the petition, was that sand, gravel, stones, and the like had been carried away until the beach was "now so much weekned & impaired in diverse parts of it as to be obviously & eminently exposed to a breakage of the Ocean through said beach" to the destruction of "several hundred acres of valuable salt marsh." The petition was read in the Senate February 16, 1798, and in the House February 17, and referred to a joint committee. A hearing before the committee was appointed for the next session of the General Court, and the petition with the notice of the hearing was printed in the *Massachusetts Mercury*, November 27, 1798. Malden entered a protest, dated January 21, 1799. Many inhabitants of Malden, it recited, owned land in Chelsea, and paid for the support of the ministry there, etc. They insisted on the injustice of being "Prevented from taking even the Rakings of our own Marsh." They had never taken stones or gravel, but they wished sand, and the "Trash" cast up by the sea. Lynn also sent representatives to defend its protest before the committee. In rebuttal three residents of Chelsea — Joshua Cheever, James Stowers, and John Low — signed a statement, January 28, 1799, that as owners of land adjoining the beach with thirty years of observation it was their "canded Opinion that there is not a sufficiency of manure Collects on Chelsea beach for the use of the inhabitants of sd town." There appears also on file a paper to the effect that inhabitants of Chelsea owned nearly as many acres in Malden as inhabitants of Malden in Chelsea. The Committee reported to the House and Senate advising that the petitioners be given leave to bring in a bill for "prohibiting any person not an inhabitant of said town from taking from any of the beaches in said town any stone gravel or sand and for securing to said town a right to regulate the taking of stone gravel or sand thereon by their own inhabitants so as most effectually to prevent damage being done to the marshes thereby"; but that there should be "left at large as heretofore" the right of "taking sand from any part of the beach from the point of pines to a cedar post drove into the beach about three hundred and fifty rods southwest from said point of pines."<sup>1</sup> The report was read in the Council and accepted, February 7, 1799; the House concurred, February 8. A bill was brought in and read for the first time in the Council, February 13, 1799.<sup>2</sup> It differed in essential points from the report of the committee, yet there is no legislative action recorded authorizing the divergence. It prohibited any one, whether an inhabitant of Chelsea or not, from taking stones, gravel, or sand from the beaches, except near the Point

<sup>1</sup> Mass. Archives, documents filed with chap. 73, Acts of 1798.

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of Pines as provided for in the report. The penalty was to be two dollars for every ton of stones, gravel, or sand carried away, — one half to the prosecutor, one half to the town of Chelsea. The bill passed the Senate, February 15, and the House, February 19; the engrossed act was approved by the governor, February 28, 1799.<sup>a</sup> Evidently the Legislature was willing to protect the beach from injury, but did not care to give its countenance to Chelsea's claim of exclusive ownership in the seaweed, the vegetable products cast thereon by the tides.

March 4, 1799, Chelsea appointed a committee of five to prosecute non-residents for removing manure from the beach. August 21, 1799, a writ was sued out against William Farrington of Malden, charging that "on divers days and times" from August 16, 1799, to the day of the writ, he broke and entered "a certain Close belonging to the Pltfs. situate in said Chelsea, and known by the name of Chelsea Beach," and "did forceably take & carry away from the said beach, four Cart loads of Rockweed Eel grass, & sea weed fitted for manure and the property of the Pltfs" of the value of \$20. A similar writ was sued out against Winslow Seargent, Jr., of Malden on the following day. He had carried away "one ox cart load" on August 21. The suits of the Inhabitants of Chelsea *vs.* William Farrington, and *vs.* Winslow Seargent, Jr., came up for trial at the October term of the Inferior Court of Common Pleas for Suffolk County. John Lowell, Jr., of Boston, was attorney for Chelsea; Joseph Bartlett, for Farrington and for Seargent. Chelsea lost both suits and appealed. The case of the Inhabitants of Chelsea *vs.* Farrington was decided in the Superior Court at the February term in 1801. The trial was before a jury, and the judgment in the lower court was affirmed. The appellants prayed leave to discontinue the second suit. Execution for costs was issued in both suits July 6, 1801. In the first, the attorney for the defense charged for twelve days attendance at the October term of the Inferior Court of Common Pleas in 1799; seventeen (or twenty-seven?) days attendance at the February term of the Superior Court in 1800; five days at the August term, and twenty-nine days at the February term, 1801. Of the witnesses, Amos Lewis, Ebenezer Payne, and Joseph Cheever were paid for one day's attendance; John Waite and Winslow Sargeant for two days; Richard Shute, Nailor Hatch, and David Sargeant for three days; Barnard Green, Esq., and Ezra Sargent, Esq., for five days; and Jonathan Oakes for nineteen days. Only two papers appear on file, — two copies of the

<sup>a</sup> Acts and Resolves of Mass. (1798-99), 98.

charter of incorporation of the town of Chelsea; both of which appear on the bill of costs of the defense. Chelsea lost the suit; the arguments on neither side are known.\*

Some thirty years after this, on December 16, 1834, John Sale, who owned the present Beachmont, where the highway to Pullen Point followed the shore, sued out a writ, which recited that Nathan Pratt, December 6, 1834, "drove a team of oxen there drawing a certain cart or waggon, and broke up the sand and loosened the same so that the same could by being so broken up be loosened, moved and carried about by the action of the sea; and did also then and there with and by the feet of said oxen, so driven by the said Nathan, and by the wheels of said cart or waggon so drawn by said oxen loosen from the sand the stones then and there being in the Plaintiff's Close and subject them to be moved by the action of the sea within said close; and did also then and there load upon the said cart or waggon a large quantity of sea weed and other vegetable productions of the sea then lying and being within said close of the Plaintiff of the value of thirty dollars; and did carry the same away from the said close," etc. In this writ it is stated that the plaintiff's close was "bounded eastwardly by the sea."<sup>10</sup> Notwithstanding the fact that on April 6, 1812, the town of Chelsea had voted that the beach from its west side to low water mark was the property of the town, citing the allotments by Boston in 1637/8 and the town's charter of 1739, the defendant did not dispute the easterly bound claimed by John Sale, but rested his case upon immemorial custom, and on the claim "that some former owner of the Plffs. close by deed, which has been lost, granted to the Inhabitants of the Town of Chelsea, in their corporate capacity the privilege that they and every inhabitant of the Town should always have the privilege of going from the said Highway over and upon the beach lying within the Plffs. Close, to gather seaweed," etc., and offered witnesses "to prove the enjoyment of the privilege set forth in his 3<sup>d</sup> Plea, for such length of time as would afford presumptive evidence of such a grant."<sup>11</sup> As all inhabitants of Chelsea were excluded from testifying on the ground that they were interested in the event of the suit this defense failed. John Sale won the suit. The only reminder of the earlier status, when the beach formed a boundary, and not a part, of the farm, was the offer of the defendant to prove

\* Suff. Superior Court Files, February term 1801, Nos. 117, 118; Record of Superior Court, 126 *et seq.*

<sup>10</sup> Suff. Superior Court Files, March term 1837, No. 103, Sale vs. Pratt.

<sup>11</sup> *Ibid.*, Bill of Exceptions.

by witnesses "that several years since a survey of the Town of Chelsea was made by order of the select men . . . and that the Plff. at that time stated to one of the Select men, that the beach in front of his land did not belong to him, & should not be included in the survey as part of his farm."<sup>12</sup> This testimony was also excluded because the witnesses, as inhabitants of Chelsea, were interested parties. B. R. Curtis, attorney for the defendant, excepted against the ruling out of this and the foregoing testimony, but the Supreme Court sustained the ruling, on the ground that such testimony "had no tendency to prove the issue tendered by the defendant," for "however strongly the fact that certain individuals, however numerous, had been in the habit of taking seaweed from this beach for their own use, might tend to show a grant to themselves, or their ancestors, . . . as a personal privilege, . . . it would have no tendency to prove a grant to the town as a corporation."<sup>13</sup> In the lower court "the defendant requested the judge to instruct the jury, that the plaintiff's close being bounded upon the open sea, he had not the right of property in the soil below high-water mark; but the judge instructed the jury, that the plaintiff, being the owner of the upland, was also owner of the flats (not exceeding one hundred rods) to low-water mark." The defendant's counsel entered an exception to this charge of the judge, but it was sustained in the Supreme Court.<sup>14</sup> The ruling requested by the defendant was based on the theory that the "Colony Ordinance of 1641," as it has sometimes been called, applied only to creeks, coves, and rivers, and not to the open sea. Section 16 of the Body of Liberties of 1641 provided that every householder should have free fishing and fowling in any "Bayes, Coves and Rivers, so farre as the sea ebbes and flowes within the presincts of the towne where they dwell."<sup>15</sup> The compilation of the laws in 1647 limits this right by providing "that no man shall come upon anothers propriety without their leave. . . . The which clearly to determine, It is Declared, That in all Creeks, Coves and other places, about and upon Salt-water, where the Sea ebbs and flowes, the proprietor of the land adjoyning, shall have propriety to the low-water-mark, where the Sea doth not ebb above a hun-

<sup>12</sup> The witnesses who signed for pay were Joseph Stowers, John Tewksbury Isaac Pratt, Abner Gay, John W. Tewksbury, David Floyd, James P. Sale, Frederiek Sale, John Pierce. Court Files as above.

<sup>13</sup> 19 Pickering, 191. Chief Justice Shaw delivered the opinion of the Court in the case, which came before it on a bill of exceptions.

<sup>14</sup> *Ibid.*

<sup>15</sup> Colonial Laws of Mass., reprinted from the edition of 1660, etc., and the Body of Liberties of 1641 (Wm. H. Whitmore, ed., 1889), 37.

dred Rods, and not more wheresoever it ebbs further."<sup>16</sup> To decide under this so-called law that when the sea was a boundary the proprietor owned to low-water mark was one thing; to decide that he so owned, when his boundary was expressly stated to be the beach, would have been quite another. This latter point was not brought to the attention of the court.

In the direct tax of 1798 the eastern boundary of the farm was said to be "the Beach." When the farm was surveyed for the heirs of John Sale in 1838, it contained eight acres, three rods of beach.<sup>17</sup> The farms of John Tewkesbury, Jr. (the Tuttle farm), and of James Floyd (the Cogan farm), and the salt marsh of James Stowers (Hasey farm) and others were bounded in the tax list of 1798 easterly by the beach. When John Tuttle conveyed his farm to Dr. Devereux, in 1772, he bounded it easterly on the beach. In 1714 Hugh Floyd bounded land at the Point of Pines "Southerly on y<sup>e</sup> Bank of s<sup>d</sup> pine Beach, and Easterly on the Bay so call'd." In 1750 John Floyd bounded land near there southerly on the sea. Ordinarily, however, farms in Revere were bounded easterly by the beach according to the early land conveyances.<sup>18</sup> James Floyd, son of John Floyd, owner of the largest farm abutting upon the beach, was the first named on the committee that in March, 1766, paid into the town treasury about eleven shillings "w<sup>ch</sup> they took for Sand" carried from the beach by non-residents of Chelsea. The orders under which they acted were based on the following report: "We the Subscribers being a Committee Chosen by the Town of Chelsea to make Enquire whether the Beech Commonly Called Chelsea Beech belongs to Said Town Report as followeth,—viz: That we have made Enquirey and by all we can find we look upon it that the above Said Beech is the Town's Property."<sup>19</sup> John Tuttle and James Floyd served on similar committees, which were chosen by Chelsea annually from 1765 to 1779, and intermittently later. The question in 1765 was not whether all the people of Chelsea had equal rights in the beach with the proprietors of the adjoining lands, but whether dwellers in neighboring towns had rights therein.]

<sup>16</sup> Colonial Laws of Mass., 170.

<sup>17</sup> Suff. Deeds, L. 443, f. 96.

<sup>18</sup> See *infra*, Appendixes 9, 11, and 12; also *supra*, p. 108.

<sup>19</sup> Chelsea Town Records, March 18, 1765.



## APPENDIX 2

IN a letter to the Chelsea Gazette, May 29, 1897, Walter Kendall Watkins says, "Mr. Meacom [a correspondent] is in error probably in stating the Pratt house to be 237 [245?] years old. He probably has in mind the old Pratt house occupied by the Thomas Pratt who died in 1732, the first of the family living at Winnisimmet. That house is not now standing. A portion of it was used in the construction of the former residence of Mayor Pratt, and the door-stone is incorporated in the wall of the park in Prattville. The present Pratt house is of later construction, at just what date is unknown, but probably it was built about 1700."

I have always understood that the Nathan Pratt house, which is still standing and of which a view is given, was the house standing on the estate which George Burden, in 1652, sold to Ireland and Way, and that their estate, by the deeds in 1696 and 1714, as mentioned in the text, became the property of Thomas Pratt. The house may have been another; but from the statements of Mr. John Low, the surveyor, and of other old citizens now dead, I came to believe, and have so recorded it, that the "Nathan Pratt House" was the "Way and Ireland" house.

[Two houses were standing on the estate when Thomas Pratt, the first owner of the farm bearing that name, died in 1732, as he bequeathed to his wife the life use of his dwelling-house, and to his son, Thomas, a house west of the road, in which the son was then living. Presumably Thomas Pratt, Sr., and his wife were living, in 1732, in the house which is still standing on Washington Avenue opposite Kimball Road, and Thomas, Jr., in the house mentioned by Mr. Watkins, which stood west of Washington Avenue near Fremont Avenue. (*Infra*, Appendix 4.) For a description of the Way-Ireland house, see Suffolk Deeds, L. 15, f. 80. See also the perambulation of the bounds of Rumney Marsh in 1678, 1699, 1711, and 1726. There is no evidence that Parker or Burden lived on the farm. As the descriptions in the deed from Burden to Way and Ireland are formal, it cannot be stated with certainty that a house was standing on the farm in 1652. Ireland was living at Rumney Marsh in 1657, as he was appointed keeper of the pound. Parker came to New England in 1633, lived first at



THE FRATT HOUSE.

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THE PRATT HOUSE.

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Roxbury, where he sold his house, July 18, 1639, and was later a merchant in Boston, owning a house on Milk Street. Burden, a shoemaker, came to America in 1635, aged twenty, was disarmed in the outcome of the Antinomian controversy, November, 1637; but in 1641 bought a house on the peninsula of Boston. Seven months after he sold the farm at Rumney Marsh he sold a dwelling house in Boston. His wife Ann, in Bristol, England, gave her consent to the sale. She had been admitted to the Boston church, November 6, 1636, and excommunicated September 28, 1651, five months before the sale of the farm, because she did not attend the communion, and refused to give a reason. (Church Records; Suff. Deeds, L. 1, ff. 18, 114, 264, 265)] When Ireland and Way divided their estate, March 25, 1691 (Suff. Deeds, L. 15, f. 80), it was bounded southerly by Richard Bellingham; westerly by Whittemore in part, and in part by Thomas Burden [in a later deed, Thomas Burditt]; northwesterly and northerly by [Job] Lane, and in part by the highway; northeasterly, in part by Mr. Newgate, and in part by land formerly of Parker, and then (1691) of Thomas Cheever. This estate, beginning at [the] northwest corner [of] the Carter Farm at the Everett line, ran northerly by that line across Mt. Washington, — but going westerly at some point so as to include thirty-five acres in Everett, — to the Newgate farm in Revere; thence easterly across the top of Fenno Hill to the Cheever farm, on the easterly end of said Hill; thence southerly across the marsh to Chelsea Creek; thence westerly by the Creek to the beginning. These bounds include that part of Prattville which lies in Chelsea, with a part of the Fenno farm in Revere. [A subsequent examination of the deeds recorded at the Suffolk Registry of Deeds, and a careful comparison of the plans filed there, show that the Fenno farm was the Cheever farm, and included no part of that of Way and Ireland. Anna Cheever, daughter of Deacon Joshua Cheever, married January 8, 1789, Captain Thomas Pratt, who died at sea August 19, 1823. April 6, 1829, Anna Pratt, widow, conveyed 120 acres to John Fenno *et al.*, stating that the land was the Cheever farm less eight acres set aside for the widow Julia Ann Cheever, and two lots belonging to Joseph Harris and John Wright. (See Suffolk Deeds, L. 335, f. 164; L. 613, ff. 221-224; L. 250, f. 115; L. 560, f. 304, etc., cited *infra*, Appendix 5.) March 20, 1762, Nathan Cheever sold Daniel Pratt two and one half acres at the western end of his farm, adjoining the land of Daniel's father, Thomas Pratt (L. 107, f. 243). Apparently this was not restored to the Cheever farm, and did not become a part of the Fenno farm; hence the latter contained fewer acres than the original Cheever farm.] Ireland and Way

paid Burden £230 sterling for this estate, as follows: £20 in hand; £50 at times to be agreed; £75 on or before October 31, 1652; and £85 on or before October 31, 1653, — which last two payments were to be in corn, cattle, wheat [and] pease, at prices to be determined. [The wording of the deed is "at p<sup>r</sup>ice Current." The £50 above mentioned was to be paid to Henry Evans, the first constable chosen specifically for the district of Rumney Marsh (1651). Evans lived later in Malden. See Corey, Malden, 373, 374.]

## APPENDIX 3

WAY and Ireland were of Dorchester in 1652. In 1681 William Ireland, senior and junior, witnessed Elias Maverick's will. Aaron Way, junior, married Maverick's daughter. There were Ways at Danvers who probably came from Dorchester, and may have been relatives of the Rumney Marsh family. William and Aaron Way [and William Ireland] are on the Danvers rate list for 1681. (Rice, First Parish, 29.) William Way and Persis his wife joined in the formation of the church there, November 19, 1689 (*Ibid.*, 37-39). [They lived on land which Bray Wilkins purchased of Richard Bellingham, are said by Upham to have been kinsmen of Wilkins, and as such were brought into close touch with the delusions of the Salem witchcraft. C. W. Upham, Salem Witchcraft, i. 145, ii. 493, 177, etc.] The church records [under date of October 11, 1696] say, "The dismissal of our Brethren and Sisters, W<sup>m</sup> Way and Persis his wife, and Aaron Way and Mary his wife, together with their children to y<sup>e</sup> church of Christ lately gathered at Dorchester in New England, and now planted in South Carolina, whereof the Reverend Mr. Joseph Lord is Pastor, was consented to by a full and unanimous vote at ye motion and desire of ye Brethren and Sisters: and accordingly letters Dismissive were written, 17th instant." (Rice, 234.) [Mary, the wife of Aaron Way, junior, had owned the covenant at the Charlestown Church, which her father, Elias Maverick, attended, and five of her children were baptized there between 1675 and 1685. (Wyman.) On November 1, 1696, Increase and Samuel Sumner, uncles of Aaron and William Way, were dismissed to South Carolina by the church in Dorchester. (N. E. Gen. and Hist. Reg., viii, 128 e.) October 31, 1698, it was recorded at the North Church in Boston that] "Job Chamberlain with his wife Jonna Chamberlain as likewise her mother Joanna Way, and her Sister, Mary Way have removed unto Dorchester in South Carolina and have requested letters of dismission." (N. E. Gen. and Hist. Reg., xxviii. 468.) The main expedition sailed in December, 1695, and made a settlement on the Ashley River, which they named Dorehester. But the location proving unhealthy, the larger part of the church removed to Georgia in 1752. They numbered



there 816 people of New England origin, and had considerable influence on the later history of that colony.

[April 27, 1657, Richard Way was admitted as an inhabitant of Boston on condition that Aaron Way, his brother, became bound that neither he nor his family should be chargeable to the town. (Boston Town Records.) According to Savage, Richard Way was a son of Henry Way, who came to Dorchester in 1630 in the same ship with Rev. John Maverick. In the list of freemen the name of William Ireland appears in 1650, and Aaron Way in 1651. The family of Aaron Way seem to have retained church relations with Dorchester for some time after the purchase of the farm in February, 1651/2, as it is recorded that his daughter Susanna was baptized April 1, 1660, "being about 2 or 3 months old at this time, but not baptized till now, being borne at y<sup>e</sup> farme wher they now live." February 12, 1660/1, Aaron Way and his wife, and William Ireland were dismissed from Dorchester to the North Church in Boston, — the church of Increase Mather, — from which the widow Joanna Way and her two daughters were dismissed in 1698, as above stated. In 1656 William Ireland was constable for Rumney Marsh, and in 1662, Aaron Way. When it was decided to erect a pound in the district, William Ireland was chosen, March 30, 1657, "pounder." Ireland, or his son of the same name, served frequently as surveyor of highways; and in 1676 was one of the tythingmen of the district, — an office which Aaron Way held in 1680.

Joanna, wife of Aaron Way, was the daughter of William Sumner, twelve years representative from Dorchester to the General Court. By his will, dated March 1, 1688/9, and proven March 24, 1691/2, she received one sixth of his lands. (Suff. Prob. Rec., L. 8, f. 72.) Aaron Way died in 1695. His will, dated August 25, was proven September 26. He appointed as overseers, his "Brothers," George and Increase Sumner, and "cousin William Ireland." The witnesses were John Smith, Paul Maverick, and Thomas Cheever. The children mentioned therein signed the deed to Thomas Pratt. They were, in addition to the executor and executrix mentioned in the text, Aaron, William, and Mary Way, Johanna Chamberlaine, and Susanna Miller. At the Dorchester church a Mary Waye was baptized January 14, 1648/9; Aaron, October 6, 1650; William, January 30, 1652/3. On the Boston records, the birth of Joanna is recorded as March 5, 1663/4, and Moses, June 13, 1672. Two other children were there recorded to Aaron and Joanna Way, — John, born May 8, 1666, and Elizabeth, June 23, 1667. A child of Moses Way and children of Joanna Chamberlain are referred to in the will of Aaron

Way (Suff. Prob. Rec., L. 13, f. 674). Moses was the son designated to live on the farm with the widow. He owned the covenant at the North Church in Boston, April 28, 1695, and his son Samuel was baptized there on July 19. The estate of Aaron Way, inventoried September 20, 1695, by Joseph Hasey and William Ireland, was valued at £359 12s. 6d.]

## APPENDIX 4

[LIEUTENANT THOMAS PRATT died June 25, 1732, aged sixty-three years.<sup>1</sup> By will<sup>2</sup> he gave to his son, Thomas Pratt, the house in which the son was then living with the barn belonging to the same, and the northernmost and southernmost portions of the farm, the northern boundary of the southern parcel crossing the road to Lynn a little northeast of the house. He gave to his son Samuel the remainder of the farm, that is, the central portion on both sides of the road. The minute provision for the widow, Mary, shows what was considered a comfortable maintenance for a farmer's wife at that day. If the widow married, she was to leave the farm and receive an annuity of twelve pounds; but during her widowhood the house in which she and her husband had dwelt<sup>3</sup> was to be hers, with the household stuff therein. Two cows, two geese, two turkeys, six hens, and a pig were to be kept for her on the farm both summer and winter, and there was to be delivered at the house each year one hundred pounds of beef, one hundred twenty pounds of pork, ten bushels of Indian corn, two of rye, two of malt, six of apples, two barrels of cider, and firewood cut ready for burning. She was to receive an annuity of ten pounds in money, and was to be transported to meeting and home again as often as she desired. A similar provision was made for his widowed daughter, Elizabeth George, who might live with her mother on the farm during her widowhood. A daughter, Sarah Blanchard, and grandchildren,—Anna, Samuel, and Thomas Sargeant,—were mentioned in the will, also a sister, Abigail.

The children of Thomas (1) and Mary Pratt, as recorded at Boston, were: Elizabeth, born January 24, 1692/3; Ann, February

<sup>1</sup> Vital Records of Malden. The will of Thomas Pratt of Rumney Marsh was dated June 9 and probated July 10, 1732. The record of his death is from his gravestone in Malden. Apparently he attended the Malden church, as he contributed to the rebuilding of the meeting-house there in 1704. He signed the protest presented in February, 1709/10, to the town-meeting in Boston against the building of one at Rumney Marsh. Corey, Malden, 215; *infra*, chap. xxvi.

<sup>2</sup> Suff. Prob. Rec., L. 31, f. 41.

<sup>3</sup> See *supra*, p. 134.

11, 1694/5; Sarah, August 10, 1697; Thomas, May 6, 1699; Samuel, January 27, 1703/4 (according to the Chelsea records, born January 5, 1704). The intention of marriage of "Samll. Sargent of Maulding Eliza. Prat of Boston" was filed September 21, 1714.<sup>4</sup> They were married December 2, 1714. He was the brother of William Sargeant, who married her half sister, Mary Lewis, December 30, 1702. He died December 7, 1721, and his father-in-law, Thomas Pratt, served as his executor. His widow married John Tufts in 1723, and Nicholas George in 1727.<sup>5</sup> November 9, 1714, the marriage intention of "Jonathan Howard of Maulding & Anna Pratt of R. Marsh" was filed at Boston. She died March 19, 1715/6.<sup>6</sup> May 23, 1717, "Samll. Blanchard & Sarah Prat" were married by Rev. Thomas Cheever.<sup>7</sup> He was of Malden. April 27, 1721, "Thomas Pratt & Mary Floyd" were married by Rev. Thomas Cheever.<sup>8</sup> Presumably she was the daughter of Daniel and Mary Floyd of Malden (born March 25, 1699), and hence granddaughter of Captain John Floyd of the Cogan farm. She died October 14, 1775, in the seventy-seventh year of her age. Lieutenant Thomas Pratt died March 24, 1780, in the eightieth year of his age.<sup>9</sup> October 19, 1725, the marriage intention of "Samuel Pratt of Boston & Rebecca Brooks of Medford" was filed in Boston.<sup>10</sup> He died May 14, 1754, aged fifty<sup>11</sup>; his widow Rebecca in May, 1775, aged seventy.<sup>12</sup>

The inventory of the estate of Samuel (2) Pratt, the younger son of Thomas Pratt who died in 1732, taken by Edmund Dix, Samuel Sprague, and Ezra Green June 28, 1754, shows evidence of prosperity. In it are mentioned a watch, a wig, silver shoe and knee buckles, a clock, a desk, oval tables, chairs with carved backs, a carriage ("Chair"), three negroes and two pews in the Chelsea meeting-house. He possessed one hundred and six, or, as it appears at the division, one hundred and four acres of land in Chelsea and Malden. There was standing on this farm the "old Mansion House" valued at £66 : 13 : 4 in hard money, the house in which his eldest son Samuel lived, valued at £100, a barn, a tan house and yard, and a shoe maker's shop. The land lay on both sides

<sup>4</sup> Boston Rec. Com. Rep., xxviii. 94.

<sup>5</sup> Wyman, 846.

<sup>6</sup> Boston Rec. Com. Rep., xxviii. 94; Malden Vital Records.

<sup>7</sup> Boston Rec. Com. Rep., xxviii. 69.

<sup>8</sup> *Ibid.*, 102.

<sup>9</sup> Gravestones at Revere.

<sup>10</sup> Boston Rec. Com. Rep., xxviii. 162.

<sup>11</sup> Gravestone in Revere.

<sup>12</sup> Chelsea Church Records.

of the road to Lynn. The "mansion house" and the barn were divided between the widow, Rebecca, and the second son, Ebenezer; Samuel, the eldest son, received the other house and the tan yard; Ebenezer the shoe shop. The youngest son, Caleb, was given six acres in Malden. The residue of the land was divided between the widow, Samuel and Ebenezer.<sup>13</sup> At the division of the widow's thirds, in 1779, two daughters are mentioned, Rebecca (according to the Boston records, born March 2, 1732) and Abigail (according to the Chelsea records, born in 1747). Caleb Pratt received his mother's share of the dwelling-house.<sup>14</sup>

Samuel (3), son of Samuel and Rebekah Pratt, was born September 22, 1726.<sup>15</sup> He married Elizabeth Wayte of Malden, January 1, 1752.<sup>16</sup> Their children were Samuel, born 1753, the 25th day of the 11th month [*sic*]; died 1753-10-3; Samuel, born 1754-13-2; Elizabeth, 1756-22-3; Abigail, 1759-18-5; Rebecca, 1762-10-1; Thomas Wait, 1764-19-5; Isaac, 1766-22-8; Ebenezer, 1769; Rachel, 1771.<sup>17</sup> According to the gravestones at Revere, Lieutenant Samuel Pratt died March 1, 1773, aged forty-six, and his wife Elizabeth, Nov. 13, 1784, aged fifty-six. The widow Elizabeth Pratt was administratrix of her husband's estate until her death.<sup>18</sup> She sold two acres, the "Bog meadow," to the widow Mary Pratt, and 6½ acres in the upper field to Daniel Pratt.<sup>19</sup> April 12, 1785, Samuel (4) Pratt, of Chelsea, Tanner, was appointed administrator of the estate of his father, Samuel (3); and Joshua Cheever of Chelsea was appointed guardian of Ebenezer (4), Isaac (4), and Rachel (4). March 11, 1788, an inventory of the estate was presented. There was then a dwelling-house, a barn, a "Leather house" near the dwelling-house, a "Tan house, beam house, tan yard, tan vatts, pitts & Mill"; two acres sixty-one poles adjoining the dwelling and barn; seven and one half acres in the tan yard pasture, so called, adjoining the tan house; five acres sixty-nine poles of salt marsh and black grass land adjoining the aforesaid tan yard to the east; fourteen and one half acres behind the hill, adjoining to land of Mr. Daniel Pratt; eleven acres of what had been originally the Tuttle farm; and four acres of woodland in Malden. In the family settlement, this land became the property of the eldest son, Samuel, the administrator above men-

<sup>13</sup> Suff. Prob. Rec., L. 49, ff. 438, 523; L. 50, ff. 646, 693.

<sup>14</sup> *Ibid.*, L. 78, f. 111.

<sup>15</sup> Boston Records.

<sup>16</sup> Vital Records of Malden.

<sup>17</sup> Chelsea Rec.; Suff. Prob. Rec., L. 82, ff. 115-123.

<sup>18</sup> Suff. Probate Rec., L. 73, f. 488; L. 82, ff. 115-123.

<sup>19</sup> Suff. Deeds, L. 140, ff. 98, 99.

tioned.<sup>20</sup> In the direct tax of 1798, the house is described as very old, two stories high, with 17 windows; it covered 1080 feet. The shop covered 144 feet, was one story, had one window; the barn was 36 × 30; the tan house, 20 × 161; the "Beam House," 12 × 18. The house lot with the land adjoining was 14 acres; the land on the west side of the road 16 acres.

June 24, 1781, Samuel Pratt, (4) third of the name, married Mary Field, a widow. Their children, as recorded at Chelsea, were: Samuel, born 1782, the 16th day of the 5th month; Polly, born 1784-24-4 (married May 19, 1803, Benjamin Watts); Betsey, born 1786-2-4 (married September 28, 1806, Joseph Ridler of Boston); Henry, born 1788-24-5; Edward, 1791-23-1; Barnabas Turner, 1793-17-9; Isaac, 1796-25-3; Samuel, 1799-7-9.

The division of the estate of Samuel (4) Pratt among his heirs, in 1852, is in the Suffolk Probate Records.<sup>21</sup> The plan which accompanied this division, according to a survey by Jacob Purington, is in the Suffolk Probate Files. The house is marked on the plan; also *infra*, on the map of Chelsea, showing the location of the Bellingham estates. It was on Washington Avenue, a little southeast of Cook Avenue.

"Ebenezer (3) son of Samuel (2) and Rebekah Pratt," was born March 13, 1729;<sup>22</sup> and died in April, 1767, aged 37.<sup>23</sup> Among the papers on file in the basement of the Boston City Hall is a petition for relief, dated June 22, 1767, from Mary, widow of Ebenezer Pratt; also a Committee's report thereon, of March 10, 1768; also a lease. It there appears that Ebenezer Pratt moved to Deer Island in 1758 as an undertenant of Thomas Goldthwait, Esq.; that on April 16, 1766, he, with his brother, "Samuel Pratt of Chelsea Gentleman," took a lease of the island from Boston for seven years at £40 a year; but that he died in the spring of 1767, leaving a widow and "five small children." According to her account they had not prospered on the island. The return of the family to Chelsea is thus chronicled: "The widow Mary Pratt & 5 Children Viz<sup>t</sup> Tho<sup>s</sup> Eben<sup>r</sup> John Sam<sup>l</sup> & Mary Came into this Town Sometime in the month of Novem<sup>br</sup> 1767 they Came Last from Deer Island w<sup>ch</sup> belongs to boston."<sup>24</sup> July 7, 1768, the "widow Mary Pratt" was approved as a "Retailer." Four children to Mary and Ebenezer (3) Pratt appear on the town records of Chelsea: Thomas (4) born, 1753 3d day 10th

<sup>20</sup> Suff. Prob. Rec., L. 87, f. 143; Files, No. 23470.

<sup>21</sup> L. 151, f. 70.

<sup>22</sup> Boston Records.

<sup>23</sup> Chelsea Church Records.

<sup>24</sup> Records of Chelsea Selectmen, i. 191.

month; died in October, 1769, aged 17 [sic]<sup>25</sup>; Ebenezer, born 1755-21-[ ]; died 1768-10-[5]; John, born 1756-15-9; Saml. Hutton, born 1759-13-[1]; baptized January 14, 1759; also on the Boston records Mary, born September 12, 1761; baptized at Chelsea, September 20, 1761. Presumably she married, May 31, 1781, John Butman (later called Captain John Butman) and, as the widow Mary Butman, was living in 1798 on the farm in Chelsea, in a one-story house that covered 400 square feet and had seven windows. She owned twenty perches of land, which bounded east on the town road (now Washington Avenue), and south, west, and north on Samuel Hutton Pratt, her brother. Land and house were valued at \$165.<sup>26</sup>

March 20, 1770, the widow Mary Pratt sold some fifteen acres of the farm in Chelsea to Daniel and Caleb Pratt, seven and one fourth acres to each, — the land lying between Thomas Pratt on the north and Samuel Pratt on the south, and between the "Country road" on the east and the widow Rebeckah Pratt on the west.<sup>27</sup> Samuel Hutton Pratt, as administrator of his father's estate, presented, January 8, 1792, an inventory of the real estate as appraised by Daniel Pratt and John Sale, April 23, 1788.<sup>28</sup> It included the west half of a dwelling-house, the north half of the barn, and a fourth of an acre about them; about fifteen acres, in several parcels, east of the road; four and one half acres west of the road; also "one Small Tenement House," obviously the house occupied by Mary Butman when the direct tax of 1798 was assessed. Samuel Hutton Pratt owned, according to that tax list, all his father's estate except this small house, and some additional land west of the road. The lands were under improvement by Caleb Pratt, Jr. April 17, 1827, Hannah Hunt, widow (formerly widow of Samuel H. Pratt), Mary Butman, widow, and John Pratt, mariner, all of Charleston, South Carolina, conveyed five acres west of the road with buildings thereon, fifteen acres east of the road, also one fourth of an acre east of the road "with half an Old dwelling house thereon" to Christopher Arnold Brown of Boston.<sup>29</sup> The half of the old house was purchased by Thomas B. (4) Pratt, son of Caleb (3) Pratt, in 1835;<sup>30</sup> the other lands were bought by Patrick Carberry.<sup>31</sup>

<sup>25</sup> Chelsea Church Records.

<sup>26</sup> Direct Tax of 1798.

<sup>27</sup> Suff. Deeds, L. 116, f. 267.

<sup>28</sup> Suff. Prob. Rec., L. 92, f. 13.

<sup>29</sup> Suff. Deeds, L. 318, f. 21.

<sup>30</sup> *Ibid.*, L. 405, f. 235; see also L. 380, f. 98.

<sup>31</sup> *Ibid.*, L. 373, f. 213; L. 381, f. 18.

Caleb (3) Pratt, son of Samuel (2) and Rebeckah Pratt, was born, according to the Chelsea town records, in 1738, the 16th day of the 7th [?] month; died April 14, 1804, aged sixty-six. In 1779, when his mother's third of his father's estate was divided, he received half of his father's house and barn; five and one fourth acres, on which the buildings stood; three acres on Pigeon Hill; and three acres thirteen poles of salt marsh.<sup>32</sup> He was taxed for these lands in 1798. They appear, with certain lands in Malden and Lynn, in the inventory of his estate. By will, dated July 22, 1801, and probated, April 30, 1804, he gave his wife the use thereof for life. After her death they were to be divided among his children.<sup>33</sup> May 26, 1762, Caleb (3) Pratt married Mary Sprague.<sup>34</sup> She died 1829-1st day-11th month.<sup>35</sup> Their children, as recorded on the town records, were: Caleb born [March 1] 1763; William, 1764, 12th day 1st month; Nathan, 1768; Samuel, 1772; Thomas Brooks, 1774; Mary, 1777 (died 1793 20th day [11]th month; Lois born 1779 10th day 8th month (married February 6, 1803, Joseph Stowers);<sup>36</sup> also Becca, who died in April, 1788, aged six.<sup>36</sup> Thomas B. (4) Pratt purchased the rights of Samuel (4) Pratt, Joseph and Rebecca Stowers, and the children of William (4) Pratt, and thus became the owner in 1830 of four fifths of his father's estate.<sup>37</sup> He and his brother, Caleb (4) Pratt, divided the property,—the latter receiving as his one fifth the east half of the dwelling-house,—and a small lot of land adjoining. Thomas Brooks Pratt, as has been shown, had purchased the half formerly owned by Samuel Hutton Pratt. Caleb (4) Pratt, Jr., married Mary Ingraham Dec. 25, 1794, and was living in this house as tenant of Samuel Hutton Pratt, when the direct tax of 1798 was assessed. Five children are accredited to him on the Chelsea records: Polly, born 1797-3d day-7th month; Elizabeth, 1799-3-7; both baptized Aug. 11, 1799; Nchemiah, born 1802-2-7, baptized Aug. 22, 1802; Josiah, born 1804-29-5, baptized Aug. 19, 1804; Caleb Ingraham, born 1808-5-4, baptized June 5, 1808.

In 1850, the heirs of Caleb (4) Pratt, second of the name, quit-claimed to Josiah (5) Pratt, the east half of the house and three fourths of an acre adjoining thereto, stating that it was one fifth of the estate of his grandfather, Caleb (3) Pratt, as agreed upon by

<sup>32</sup> Suff. Prob. Rec., L. 78, f. 111.

<sup>33</sup> *Ibid.*, L. 102, ff. 200, 222.

<sup>34</sup> Church Records.

<sup>35</sup> Town Records.

<sup>36</sup> Church Records.

<sup>37</sup> Suff. Deeds, L. 366, ff. 296-298.



his father, Caleb Pratt, and Thomas B. Pratt.<sup>38</sup> Thus when Jacob Purington surveyed the estate of Samuel (4) Pratt, third of the name, the mansion house of Samuel (2) Pratt, first of the name, was owned by Thomas B. (4) Pratt and Josiah (5) Pratt, and by means of this plan can be unquestionably identified as the ancient "Pratt House" still standing (1906) nearly opposite Kimball Road on Washington Avenue.

The will of Lieutenant Thomas (2) Pratt, son of the Thomas Pratt who died in 1732, was dated March 14, and proven April 7, 1780. Three sons were mentioned, — Daniel, "the eldest"; John, "the second," and Joseph, "the youngest." Daniel was the residuary legatee. Of the real estate Joseph received the house in which he was then living, with the land adjoining, a sheep pasture, etc.; and John Pratt a wood-lot in Malden and half a pew in the Chelsea meeting-house. A granddaughter, Mary Oliver, was mentioned.<sup>39</sup> The children of Thomas (2) and Mary Pratt as recorded at Chelsea were: Thomas, born in 1722, the 9th day of the 3d month; Daniel, 1724-17-2; Benjamin, 1725-20-5; John, 1727-26-3; Edward, 1728-22-10; all the foregoing were baptized by Rev. Thomas Cheever, June 9, 1734; Mary, born 1736-30-3, baptized April 11, 1736 (married July 25, 1771, William Oliver, brother of Joseph Oliver who married Abigail Brintnall); Joseph, born 1737-26-8, baptized Aug. 28, 1737. Lieutenant Thomas (2) Pratt was one of the leading citizens of Chelsea. With the exception of the years 1744, 1749, and 1750, he served as selectman from the incorporation of the town in 1739 until 1754, when on May 20 Samuel Floyd was elected in the place of Lieutenant Thomas Pratt, removed out of town. In 1762 the name of Lieutenant Thomas Pratt again appears among the selectmen; he lies buried in the graveyard at Revere. He represented the town in the General Court 1745-1748, 1766, 1771, 1772. He was also chosen "Committee-man" to the Convention which met at Faneuil Hall, September 22, 1768, was a member of committees in 1768 and 1770 to ask of the General Court relief from over-taxation, and of the Committee of Correspondence in 1775.

April 28, 1785, Joseph and Elizabeth Pratt conveyed to Daniel Pratt 15 acres west of the road to Lynn with a dwelling-house and barn thereon; 13½ acres E. and N.E. of that road, with the road to Chelsea meeting-house to the S.E. and S., Joshua Cheever E. and Yeamans' heirs N.; also five acres of salt marsh in what was formerly the great Cogan farm. He reserved to his son Joseph

<sup>38</sup> Suff. Deeds, L. 611, f. 254.

<sup>39</sup> Suff. Prob. Rec., L. 79, ff. 154, 155.

Pratt, Jr., "his Blacksmith's shop that is now standing" on the said second parcel of land. Daniel Pratt must give twenty days notice when he wished it removed.<sup>40</sup> The witnesses were Benjamin and Edward Pratt. According to the Chelsea records, Joseph and Elizabeth Pratt had but one child, Joseph, born in 1757—the 20th day—9th month. Presumably this was the Joseph Pratt who married Betheny Payne, Feb. 27, 1783, and had five children recorded at Chelsea between 1784 and 1791. There are recorded at Chelsea six children of John Pratt by wife Susanna between 1754 and 1764 and a daughter Mary of Benjamin Pratt by wife Mary in 1752. Presumably they were sons of Thomas (2) Pratt who died in 1780.

According to the direct tax of 1798, Daniel (3) Pratt, son of Lieutenant Thomas (2) Pratt, owned the northernmost and the southernmost portions of the old Way-Ireland Farm. Thirty-eight acres were bounded south by Samuel Pratt, west by Malden line, north by Nailor Hatch and land occupied by William Eustace (the Newgate-Shrimpton farm), east by Joshua Cheever, "the Road Running through s<sup>d</sup> Farm." The house covered 612 feet, was of two stories, had thirteen windows, and was described as "Pretty Old," an unusual circumstance, as most of the houses in Chelsea were described as "very old." The barn was 45 by 18. This land and house with a lot of salt marsh on Ware Creek, in what is now Revere, was occupied by his son, Daniel (4) Pratt, Jr. By his will, dated April 7, 1790, and probated February 21, 1803, Daniel Pratt gave this land to his son Daniel, stating that it was the estate which he bought of his brother Joseph. Daniel Pratt, Jr., married Abigail Wilcott, Nov. 21, 1782, and had ten children born in Chelsea between 1784 and 1801.

According to the direct tax of 1798 forty acres of the estate of Daniel Pratt, Sr. lay in the southern portion of the Way-Ireland farm; and were bounded on the south by Samuel Danforth and Moses Collins (the Center Farm of the Bellingham estate), on the west by Malden, on the north by Samuel Pratt; "the town Road Running through s<sup>d</sup> Farm." He also owned twenty-six acres of upland and dyke marsh bounded south and west by the creek and Samuel H. Pratt; north by the town road and William Cheever; also five acres of salt marsh near Cherry Island in what is now Revere. This land was in the improvement of two sons of Daniel Pratt, Edward, and Caleb. The house on the farm covered 1178 feet, was of two stories, had 17 windows, and was described as "Very old." The shed covered 408 ft., the barn was 50 × 30 ft.

<sup>40</sup> Suff. Deeds, L. 149, f. 66.

and the cyder mill 34 X 20 ft. Daniel Pratt himself lived in this house. By his will, probated February 21, 1803, he gave his wife the use of the west end of his dwelling-house with proper maintenance, and mentioned his daughters Mary Hall and Sally Pratt, granddaughter Sally Stuart, grandson Aaron Hall. All his real estate which was not bequeathed to his son Daniel, as mentioned above, was left to his sons Edward (4) and Caleb (4). This land, as appears in the inventory, was ninety-two acres of the old Way-Ireland farm, with the marsh near Cherry Island and some wood-lots in Malden.<sup>41</sup>

The children of Daniel (3) and Mary Pratt as recorded at Chelsea were: Anne born 1753-26th day-1st month; married Samuel Stuart, March 12, 1771; Mary, born 1755-20-9, married Aaron Hall, May 11, 1780; Sarah, born 1758-25-[ ], died Aug. 20, 1799, aged 41;<sup>42</sup> Daniel, born 1760-28-8; Edward, 1762-12-7, Caleb, 1764-16-7. Daniel (3) Pratt died January 26, 1803, aged seventy-nine, and the widow Mary Pratt, March 9, 1818, aged eighty-seven.<sup>43</sup> She was the daughter of Captain Caleb Brooks.<sup>44</sup>

In 1806, Edward (4) and Caleb (4) Pratt divided the estate which they inherited from their father, Daniel (3). The division line of the homestead lands was a straight line passing from a little below "Sergeant's Spring" to the upper end of the old barn. Caleb's land lay north, and Edward's south of this line. Edward received the half of the house to the east of the middle of the chimneys. From the chimneys the line passed through the middle of the shed door to the hill formerly of Samuel Pratt. The land of Caleb Pratt was described in 1806 as bounding east on Samuel H. Pratt; north on Samuel Pratt; west on the heirs of Captain David Sargeant; Caleb also received thirteen acres "lying in the meadow" bounding south, west, and south on Samuel H. Pratt to the town road, on the road to the bridge, "takeing in the Iron Spring Pasture," then on the willow fence, etc., to the ereck; also the Peach Orchard, bounding south on Powder Horn Hill owned by William Hall; west on the town road and east on the "old orchard."<sup>45</sup> The site of the house is given on a plan<sup>46</sup> of this estate in 1839, by John Sargent. Undoubtedly this was formerly the home of Lieutenant Thomas (2) Pratt (1699-1780). The deed from Caleb (4) to Edward (4) Pratt was lost,

<sup>41</sup> Suff. Prob. Rec. L. 101, ff. 106, 247.

<sup>42</sup> Gravestone at Revere.

<sup>43</sup> Church Records; according to the town records she died March 8.

<sup>44</sup> Walter K. Watkins in Chelsea Gazette, July 24, 1897.

<sup>45</sup> Suff. Deeds, L. 259, f. 209.

<sup>46</sup> *Ibid.*, L. 451, f. 143.

and a new conveyance was executed by Caleb to Edward's children after his death. According to this Edward possessed twenty-two acres south of Caleb, including the old barn and the east half of the house. This land was bounded east on the town road (Washington Avenue), south on Thomas Furber (the Center Farm of the Bellingham estate), and west on William Whittemore and Ebenezer Nickols. He also possessed the "old orchard" of four acres east of Caleb's peach orchard, with Thomas Furber south, and the town road north; also about three fourths of an acre on the upper side of the road, lying between the road and the widow Mary Butman's hill; also fourteen acres in the dyked marsh, bounded south and west by Mill Creek to a cross ditch, thence by the "willow fence" to the "sheep pasture bridge on the town road" (evidently the same bridge mentioned in bounding Caleb's meadow); north by the town road, and east by Thomas Pratt.<sup>47</sup> As these lands adjoined those of Caleb Pratt, they can be located by comparing the plan of Caleb Pratt's estate in 1839 with the maps in Hopkins' Atlas. The house stood west of Washington Avenue, near Fremont Avenue.<sup>48</sup> The Way-Ireland farm, which had within its limits in Chelsea one house in 1691 and, if the tax list of 1798 may be trusted, but five houses in 1798, has become the modern Prattville.]

<sup>47</sup> Suff. Deeds, L. 259, f. 70; see also Suff. Prob. Rec., L. 115, f. 334, etc.

<sup>48</sup> *Infra*, plan of Chelsea showing the location of the Bellingham farms.

## APPENDIX 5

JONATHAN PARKER *et als.* to "To all People to whome this  
 THOMAS SAVAGE.<sup>1</sup> present writeing shall come Jona-  
 than Parker of the sitty of London in the kingdome of England  
 Gent: Arther Mason of Boston in New England Biscake baker &  
 Joannah his wife: William Dauice of the Island of Barbados  
 merchant & Mary his wife send greeting Whereas Nicholas Parker  
 Gent by his last Will and Testament did giue & bequeath his farme  
 or messuage lyeing & being in Rumly marsh in New England  
 being then in the tennre & occupacon of Samuell Dauice:<sup>2</sup> unto  
 his sone Capt. Nicholas Parker: & Whereas the sd Capt. Nicholas  
 Parker in & by his last Will &  
 Testamen<sup>t</sup>. bearing Date the  
 seauenth day of Angust one  
 thousand six hundred sixty &  
 Eight did giue the aboue sd ffarme or messuage with an house  
 orchard & all other appnrtenances thereunto belonging unto his  
 Brother the sd Jonathan Parker if the sd Jonathan should dye

<sup>1</sup> Suff. Deeds, L. 9, f. 25.

<sup>2</sup> [Samuel Davis was received May 31, 1646, by the Boston church from that at Watertown. April 17, 1647, Ann, wife of "our brother Samuel Davis" was admitted. The following births were recorded at Boston: "Susanna of Samuel & Anna Davis born 4th May, 1646" ("Mary of Samuel Davis aged about 26 days" was baptized at the First Church, May 31, 1646; presumably there was a mistake in the name.) "Susanna of Samuel Davis aged about 3 days," baptized May 28, 1648; "Priscilla of Samuel & Anna Davis born 3d Aug." 1650; baptized at the First Church, September 15; "Mary of Samuel & Anna Davis of Rumney Marsh born May 21, 1660." The will of Samuel Davis, dated in 1672, was probated July 4 of that year. The witnesses were Elias Maverick, Aaron Way, and William Ireland; the overseers, John Dowlittle, Aaron Way, and William Ireland; the executrix, the widow Ann Davis. The inventory of his estate (total £128) signed by Elias Maverick and William Ireland, was "presented in Court the 1st of Augt 1672 by the widow Davis but she not being willing to take her Oath to it the Court allowed of it to be Recorded." The will mentions five children, — Hannah Griggs, Abigail Townsend, Gershom Davis, Mary Townsend, and Priscilla Davis; also a grandchild, Hannah Griggs. (Suff. Prob. Rec., L. 7, ff. 219, 236.) See in Appendix 15 a later reference to Gershom Davis.]

then he gave the sd ffarme with the appurtenances unto his two sisters Joannah the wife of the sd Arther Mason & Mary the wife of the sd William Dauice Now Know Yee that the sd Jonathan Parker Arther Mason Joannah his wife William Dauice & Mary his wife for & in Consideracon of the sume of two hundred & ninety pounds of lawfull mony of New England to them in hand at & before the Ensealcing & deliuary of these presents by thomas Sauage sen<sup>r</sup> of Boston afforesd merch<sup>t</sup>. well & truly paid the receipt whereof they doe hereby acknowledge & themselues therewith fully satisfied & contented & thereof & of euery part thereof doe acquitt & discharge the sd Thomas Sauage his heires Executors & administrators foreuer by these presents Haue giuen granted bargained sould aliened Enfeofed & confirmed & by these presents doe fully & absolutely giue grant Bargaine sell aliene Enfeofe & conferme unto the sd Thomas Sauage his heires executors administrat. & assigns foreuer all that farme messuage or tenem<sup>t</sup>. that was giuen & bequeathed to thomas aforesd containeing by Estimation one hundred & thirty acres be the same more or less Togather with" &c. (with the usual Habendum clause).

"In Witnesse whereof the sd Jonathan Parker Arther Mason and Joannah his wife William Dauice and Mary his wife haue hereunto set their hands and seales the thirtyeth day of September in the yeare of our Lord one thousand six hundred seauenty and foure: Annoq Regni Regis Ca<sup>r</sup>. secundi nunc Anglia &c XXvj Signed sealed & Deliuered Jonathan Parker & a seale

in the presence of us

Edward Lillie

John Hayward scr.

append<sup>t</sup>.

Arther Mason & a seale

append<sup>t</sup>.

Joannah M Mason & a

her marke

seale append<sup>t</sup>.

"This Instrum<sup>t</sup>. within written was acknowledged by Jonathan Parker Arther Mason & Joannah his wife as there atit & dedde Octob. 2<sup>th</sup>: 1674: before mee Edward Tyng Assist:

"Recorded and compared p ffree Grace Bendall Rec."

[Affidavits in the margin.]

"Subscribed also. William Davis & Seale append<sup>t</sup>. Mary Davis & a seale append<sup>t</sup>.

"This third day of July 1678 appeared before me Edward Howard, and gave Oath that hee was present and did see William Davis Signe Seale & deliver this Instrum<sup>t</sup>. as theire act and deed to the within mentioned Jonathan Parker.

"Sworn before me Edward Tyng Assist.

"Wee underwritten did this 25<sup>th</sup> March 1678 See m<sup>r</sup> W<sup>m</sup> Davis

& Mary his wife Signe Seale & deliver the within mentioned Instrument as their act & deed. Witness. John Mellowes, Edward Howard Henry Lower:

"This first day of July 1678 appeared before me John Mellowes and gave oath that hee was present & did see William Davis & Mary Davis Signe Seale & deliver this Instrum<sup>t</sup> as their act and deed to the within mentioned Jonathan Parker.

"Sworn Before me Edward Tyng Assiat.:"

[Will of Captain Nicholas Parker<sup>3</sup>

"Item I give unto my deare beloved Brother m<sup>r</sup> Jonathan Parker two parcels of Lands and a house and Orchard and all other appurtenances thereunto belonging which lyeth in New England, But the Rent I give to my two Sisters to bee equally divided betwene them untill my Brother Jonathan Parker appeares to demand the Land and if my Brother Jonathan should dye then the afores<sup>d</sup> Land and house shal bee equally divided betwene my two Sisters." He mentioned, "the hopes that I have for three yeares Salary for being Consul in Algiers." At the probate in England, May 13, 1669, Captain Nicholas Parker was said to have died in parts beyond the sea. According to the copy recorded in Boston, July 30, 1678, the will was dated August 27, 1668.]

Thomas Savage, goldsmith, son & heir of Habijah Savage late of Boston, to Thomas Savage, Ephr<sup>m</sup> Savage, and Perez Savage, Sons and Ex<sup>rs</sup>. of the last will of his grandfather Majr. Thomas Savage, a release for a legacy of £150 April 13, 1687.<sup>4</sup>

[The foregoing was due to some misunderstanding; the following was doubtless the abstract intended:<sup>5</sup>

Thomas Savage, Ephraim Savage and Perez Savage, Sons and Executors of the will of Major Thomas Savage Esq<sup>r</sup>. deceased, to Ebenezer Savage of Boston for £300 in full satisfaction of a legacy from his father the said Thomas Savage, deceased, 130 acres more or less at Rumney Marsh in the present tenure and occupation of Thomas Townsend,<sup>6</sup> and a part of the estate left by

<sup>3</sup> Suff. Prob. Rec., L. 6, ff. 243, 244. See also in Suff. County Court Rec., term beginning April 26, 1674, suits instituted by Jonathan Parker for debts due his father and brother.

<sup>4</sup> Suff. Deeds, L. 14, f. 144.

<sup>5</sup> Suff. Deeds, L. 13, f. 62a.

<sup>6</sup> Thomas Townsend was assessed for this farm in 1676. ("Thomas Townsen for Arthur Masons farme," Boston Rec. Com. Rep., i. 65.) His wife Mary was the daughter of Samuel Davis. Samuel Townsend, who

Thomas Savage deceased, conveyed to him by Jonathan Parker, Arthur Mason and Joanna his wife, William Davis and Mary his wife. Dec. 19, 1683.]

Ebenezer Savage of Boston upholder and Martha his wife to Samuel Sewall, merchant, for £290, all their ffarme or messuage lyeing Scituate and being at Rumney Marsh, by estimation 130 acres more or less in the occupation of Thomas Townsend, and part of the estate of Thomas Savage Esqr. of Boston and by his Executors confirmed unto the sd Ebenezer Savage for payment of £300 as satisfaction of a Legacy bequeathed unto said Ebenezer by said Thomas Savage Esqr., Feb. 4, 1683/4. L. 13, f. 82.

Samuel Sewall & Hannah his wife to

James Bill Junr. Jonathan Bill & Joseph Bill of Pulling Point, for £300. in current money of N. E., by estimation 130 acres more or less, in the present tenure & occupation of Thomas Townsend & part of the estate left by Thomas Savage Esq. & by his Executors confirmed unto Ebenezer Savage, & by him unto us Feby 4, 1683/4. April 27, 1685. Suff. Deeds, L. 13, f. 307.

JAMES BILL & MEHITABELL his wife,	for £357, 120 acres more
JONATHAN BILL & FRANCES his wife,	or less, " in the present
JOSEPH BILL and DELIVERANCE his wife,	tennre and Occupation
of Pullen Point to	of said Thomas Chee-
THOMAS CHEEVER.	ver." Bounded East &
	North by Mr. Newgate;
on the West, by Way and Ireland; on the South by the creek; con-	
veyed to us by Samuel Sewall. " Unto the said Thomas Cheever	

married her sister Ahigail Davis, was tenant of Richard Bellingham on the farm across the Mill River. (*Infra*, chap. vii.) Both Thomas and Samuel Townsend were sons of Thomas Townsend of Lynn, and nephews of John Newgate, who owned the land north and east of the Parker farm. October 30, 1681, Thomas Townsend became a member of the Second or North Church in Boston, — the church which his neighbour, Aaron Way, attended. The children of Thomas and Mary Townsend recorded at Boston were: Joseph, born December 23, 1665; Thomas, December 10, 1667; Susanna, November 5, 1672; Joshua and Caleb, November 21, 1674; Nathan, July 5, 1677; Priscilla, September 20, 1679; Elisha, September 9, 1680; Benjamin, January 10, 1682/3; Hezekiah, April 13, 1685. The births of the three youngest children, — Timothy (May 25, 1688), Josiah, and Thomas were recorded at Lynn. Presumably Thomas Cheever settled on the farm when he left Malden in 1686. He was living upon it when it was conveyed to him in October, 1689. Townsend may have lived later near the Boston and Lynn boundary, as a farm purchased by Jeremiah Belcher in 1702 was described as "late in the occupation of Thomas Townsend." His will was probated in July, 1700. *Infra*, Appendix 15. See also C. H. Townshend, The Townshend Family.



his heires and assignes for ever to such uses and with such limitations as are hereafter expressed; Viz<sup>t</sup>. to the only proper use benefit and behoofe of the said Thomas Cheever and Sarah<sup>7</sup> his now wife during the term of his natural life, and after his decease to the sole use and benefit of said Sarah his now wife so long as she remains a widow; (or untill such child or children as the same shall belong unto do come of age; Provided she give sufficient security not to cut of and sell wood or timber of the said farme, otherwise her right in and use of the same, excepting onely her thirds shall wholly and immediately cease, and be ended upon her marriage) then to be & remain to the sole proper use benefit and behoofe of the Children which s<sup>d</sup>. Thomas Cheever now hath or hereafter may have, born of the body of Sarah his now wife, their heires and assignes for ever; Liberty and full power being notwithstanding reserved unto said Thomas Cheever by deed of gift or by Will to dispose and confirme the above bargained premises or any and every part thereof to such one or more of s<sup>d</sup>. Children as to him shall seem most meet and convenient; and in case of the death of all said Children to dispose the same to such other heires as he shall see good; (or otherwise to alienate and dispose the same bargained premises or any or every parcel thereof provided his now wife Sarah freely consent thereto and signify the same in writing by her hand and Seale & not else;)" October 22, 1689.\*

Thomas Cheever [1658-1749] married (date not found) first Sarah, daughter of James Bill, senior of Pullen Point, and had children: (1). Thomas, who was of Rumney Marsh as late as 1702, when he removed to Lynn, where he died November 8, 1753. [His first wife, married February 11, 1701/2, was Mary Boardman, daughter of William Boardman of Chelsea "Pan Handle." Cheever also purchased lands in that region.<sup>9</sup>] (2) Sarah, married Thomas Kendall [of Woburn] November 7, 1701. (3) Joshua, born January 6, 1687/8. His home was in Boston, where he became a prominent citizen. [He married (1) November 2, 1708 Sarah Warren (presumably a granddaughter of Samuel Cole and John Senter of Winnisimmet),<sup>10</sup> who died January 26, 1723 aged thirty seven; and (2) November 5, 1724, the widow Sarah

\* Thomas Cheever married Sarah, daughter of James Bill, Sr., of Pullen Point. [James Bill gave his daughter a legacy of £100, payable within three years of his decease. He died February 1, 1687/8. *Infra*, Appendix 10.]

<sup>9</sup> Suff. Deeds, L. 15, f. 2.

<sup>10</sup> *Infra*, Appendix 15.

<sup>11</sup> *Infra*, chap. vii.

Jenkins, who died in 1755. He owned land in Chelsea purchased from Deacon Jacob Hasey.<sup>11</sup>] (4) Abigail, born May 20, 1690. (5) Abigail, born March 20, 1691; married John Burt, June 3, 1714. (6) Ezekiel, born March 7, 1692, removed to Charlestown, where he died March [6],<sup>12</sup> 1770. He was prominent in town and provincial affairs. (7) Nathan, born March 16, 1694. In 1726 he was chosen constable for Rumney Marsh, and after the incorporation of Chelsea he was one of its selectmen. He was of the Ancient and Honorable Artillery Company in 1733 [as were also his brothers, Thomas and Ezekiel. Joshua joined the company in 1732]. He married first (published November 8, 1721) Hannah Brooks [daughter of Ebenezer and Abigail Brooks of Medford]. She died July 1, 1724 [aged twenty-three]. (2). In Boston [Rumney Marsh] February 15, 1738/9 Anna Fuller, widow of Nathaniel Fuller and daughter of Samuel Burrill of Lynn. She died November 10, 1740<sup>13</sup> He died September 30, 1774, [aged eighty-one years seven months.] He left two sons, Nathan and Joshua, both of whom lived in Chelsea, and became the heads of families of local eminence and usefulness.<sup>14</sup>

Sarah Bill, Thomas Cheever's first wife, and mother of all his children, died January 30, 1704/5 [aged forty-seven]. He then married in Boston, July 30, 1707, Mrs. Elizabeth Warren [presumably daughter of John Senter of Winnisimmet<sup>15</sup>], who died May 10, 1727 aged sixty-four. His last wife was Abigail Jarvis (published August 31, 1727), who survived him, and died a widow in Boston, June 20, 1753, aged eighty-four.

[The children of Nathan Cheever<sup>16</sup> were:

Nathan, born in Rumney Marsh, January 15, 1722; baptized January 20, 1722/3.

Joshua, born in Chelsea October 10, 1740; baptized, October 12, 1740.

<sup>11</sup> *Infra*, Appendix 12.

<sup>12</sup> Mass. Gazette and Boston Post-Boy, March 19, 1770.

<sup>13</sup> [This is the date as deciphered on her gravestone. The age there given was thirty-six years seven months. According to the town records, she died October 10, 1740,—a date in agreement with her age and date of birth, March 7, 1704. The Vital Records of Lynn (printed) give the latter date, presumably a mistake, March 7, 1704/5.]

<sup>14</sup> John T. Hassam, "Ezekiel Cheever and Some of his Descendants" (1884). For epitaphs of the Cheever family in the old Rumney Marsh graveyard, see the appendix.

<sup>15</sup> *Infra*, chap. vii.

<sup>16</sup> In accordance with the suggestion of Judge Chamberlain "the line of Thomas Cheever so far as they settled in Chelsea" has been completed from the genealogy compiled by Mr. Hassam.

Nathan (4) Cheever (Nathan (3), Thomas (2), Ezekiel (1)), born in Rumney Marsh, January 15, 1722; baptized January 20, 1722-3; graduated at Harvard College in 1741. In 1743 he taught school in Manchester, Mass. He is styled blacksmith in some documents. He married in Chelsea, March 4, 1744, Elizabeth Tuttle. Buried "Jan. 13, 1787 Nathan Cheever A.M. Aet 64." His widow died in Chelsea, February 15, 1814, aged 86 years. Their children were:

1. Nathan, h. Chelsea, March 11, 1745.
2. Joseph, b. Chelsea, Aug. 17, 1748; d. in Chelsea, June 22, 1752. (June 22, 1751, aged 4 years g. a.)
3. Jacob, h. Chelsea, Nov. 27, 1750.
4. Joseph, h. Chelsea, Dec. 3, 1752.
5. Thomas, h. Chelsea, April 17, 1754; d. in Malden, Dec. 1813.
6. Elizabeth, h. Chelsea, Dec. 16, 1760.
7. Hannah, h. Chelsea, Dec. 16, 1763; m. April 18, 1793, William Emmons of Malden.
8. Samuel, h. killed by lightning; buried Aug. 5, 1799, Aet. 34.

Joshua (4) Cheever (Nathan (3), Thomas (2), Ezekiel (1)), gentleman, born in Chelsea, October 10, 1740; married in Chelsea, May 8, 1765, Abigail Eustis, who died in Chelsea, February , 1809, aged sixty-three years. He died in Chelsea, January 15, 1813. . . . Their children were:

1. Joshua, h. in Chelsea, March 1, 1766; bapt. in Chelsea, March 2, 1766; m. in Boston, March 24, 1789, Elizabeth Huxford, and d. in Chelsea, March 8, 1816; had seven children, all born in Chelsea between 1790 and 1810.
2. Anna, h. Chelsea, Aug. 24, 1768; bapt. in Chelsea, Aug. 28, 1768; m. (1) in Chelsea, Jan. 8, 1789, Thomas Pratt; m. (2) [Joseph] Stowers.
3. William, b. Chelsea, Feb. 20, 1770; bapt. in Chelsea, Feb. 25, 1770; m. in Brookline, Jan. 25, 1801, Juliana Corey; had seven children, born in Chelsea; d. March 2, 1813.
4. Abigail, h. Chelsea, Oct. 18, 1771; bapt. in Chelsea, Nov. 27, 1771; m. (1) in Chelsea, Sept. 13, 1796, Reuben Hatch; m. (2) William Bucknam.
5. Sarah, h. Chelsea, Feb. 17, 1774; bapt. in Chelsea, Feb. 20, 1774; d. Nov. 20, 1786. (g. a.)
6. Polly, h. Chelsea, Feb. 4, 1776; bapt. in Chelsea, Feb. 11, 1776.
7. Elizabeth, h. Chelsea, Oct. 31, 1778; bapt. in Chelsea, Nov. 1, 1778; m. in Chelsea, Jan. 16, 1805, John Cook, of Cambridge.
8. Lois, b. Chelsea, June 11, 1781; bapt. in Chelsea, June 17, 1781; m. in Chelsea, Sept. 19, 1805, Josiah Mixer, of Cambridge.
9. Margaret, b. Chelsea, July 11, ; bapt. in Chelsea, July 13, 1783; m. in Chelsea, May 20, 1807, Abraham Grant, of Cambridge.
10. Nathan, h. Nov. 3, 1785; bapt. in Chelsea, Nov. 6, 1785; m. in

Chelsea, Nov. 3, 1814, Eleanor Platts, and d. in Chelsea, Sept. 5, 1837.

11. Sarah, b. Dec., bapt. in Chelsea, Jan. 3, 1790; d. Dec. 27, 1790, aged 11 days (g. a.) [sic]; buried Jan 10, 1790, aged 10 days. (Church Records.)

Joseph (5) Cheever (Nathan (4), Nathan (3), Thomas (2), Ezekiel (1)), yeoman, born in Chelsea, December 3, 1752; married in Boston, April 23, 1774, Sarah Low, who was born August 25, 1754, and died in Malden March 20, 1841, aged eighty-seven. He was a lieutenant in Sprague's company of Colonel Samuel Gerrish's regiment in the Revolutionary War, and was a revolutionary pensioner. He removed from Chelsea to Malden, where he died October 23, 1830, aged seventy-eight. Their children, all born in Chelsea, were:

1. Sarah, b. June 16, 1775; m. in Chelsea, Feb. 19, 1795, William Oliver, Jr., and d. in Malden, Oct. [30],<sup>17</sup> 1805.
2. Betsey, b. Nov. 20, 1776; d. in Chelsea, Sept. 12, 1791.
3. Nancy, b. Jan. 29, 1779; m. May 31, 1798, Aaron Waite; d. Dec. 27, 1852.
4. Sukey, b. May 29, 1781; m. Sept. 7, 1797, Andrew Waite; d. in Charlestown, Dec. 2, 1857.
5. Hannab, b. Nov. 5, 1782; m. June 14, 1801, Thomas Waite; d. Nov. 22, 1858.
6. Lucy, b. Nov. 30, 1784; m. March 15, 1803, Samuel Shute, of Malden; d. Sept. 24, 1872.
7. Polly, b. May 17, 1786; m. Nov. 3, 1805, William Raymond, of Charlestown; d. in Malden, Aug. 11, 1853.
8. Patty, b. June 1, 1788; m. William Skinner, of Lynn.
9. Harriet, b. Oct. 13, 1789; d. June 6, 1808.
10. Joseph, b. Jan. 21, 1792; m. in Chelsea, Oct. 8, 1815, Phoebe Crowell; d. in Bedford, Mass., Sept. 17, 1879. Left issue.
11. Jacob, b. Nov. 8, 1794; m. Dec. 13, 1818, Lydia Sweetser, of Saugus; d. in Malden Jan. 14, 1876. Left issue.

THOMAS CHEEVER of Rumney Marsh, Clerk, "chiefly in respect  
to of the love and  
NATHAN CHEEVER. Affection which J  
bear unto my Son Nathan Cheever, having not yet given him  
anything Considerable for his Subsistence, though he hath lived  
with me, and carried on my Husbandry since he has been of full  
age, And also for and in Consideration of the Sum of Five Hun-  
dred and fifty Pounds in Currant Passable money of New England,  
to be paid unto others of my Children, according as J shall Will  
and Appoint by a Writing under my Hand and Seal by my said

" Vital Records of Malden.

Son Nathan Cheever," his farm at Rumney Marsh bounded East and North "on the farm formerly Newgates, on the West by the farm formerly Ways and Irelands, on the South by a Salt water Creek" with the buildings thereon "(excepting the Dwelling house in which J live, which J do give unto my loving Wife so long as She lives in Rumney Marsh, together with the Goose house and the Garden Spot)" to hold, possess and enjoy "after my Decease" and "full power is by me reserved and retained . . . during the term of my Natural life; to keep Possess and Enjoy the said bargained Premises in my own hand and power, and my said Son Nathan Cheever shall manage and Improve the same under me, And have, receive and enjoy the full Moiety or half part of all the Produce of the Farm . . . the other half to be to my own Use Benefit and Dispose." December 29, 1738. Witnessed by Jacob Hasey and Thomas Pratt; acknowledged before Samuel Watts January 2, 1738/9. Recorded January 17, 1738/9, in Suff. Deeds, L. 57, f. 134. In Suff. Deeds, L. 108, f. 171, is a conveyance of similar tenor dated November 21, 1721, witnessed by Joshua Cheever and Sarah Cheever, acknowledged before Sam<sup>l</sup>. Checkley November 27, 1721, and recorded July 28, 1766.<sup>18</sup>

*Will of Thomas Cheever,*

dated October 13, 1748, probated January 23, 1749/50. Minute provision is made for his wife Abigail. He gives her the use of his dwelling-house, his household stuff and plate, the goose house, and the garden spot, "so long as she Lives in Chelsea." "Also my Will is that my said Wife shall have five Cows kept for her Winter & Summer, so as to Improve the Dary which she now hath," and "shall have the Wool of my thirty five Sheep made good to her Yearly and every Year; also that she shall have ten of the Lambs yearly, also she shall have two Pigs kept for her Winter & Summer yearly; also she shall have twenty Bushels of Indian Corn," 4 of rye, 4 of malt yearly, and "Liberty of keeping such Fowles as shall be for her Use & Comfort, & Liberty of such fruit in the Orchard as she shall need for her own Use; also she shall have Cuffe at her Command, and when she can spare him he shall work with my Son Nathan, Also I give unto my s<sup>d</sup>: Wife my Mare and Chaise, and my Son Nathan shall find her a Gentle Horse to put in the Chaise, when she shall have Occasion to ride in it after the Mare is dead." He mentions sons, Thomas, Joshua

<sup>18</sup> In November, 1721, Nathan Cheever married Hannah Brooks; February 15, 1738/9, he married, as a second wife, Anna Fuller.

and Ezekiel; daughters Sarah Kendal and Abigail Burt; grandsons John Burt and Edward Cheever. As gifts of remembrance he bequeaths a silver porringer, a new silver porringer, a silver pepper box and teaspoons, a silver tankard, a silver cane, and "my Seal mark'd with my Name." The witnesses were Jacob Hasey, Thomas Wait, Jr., and Abigail Hasey. (Suff. Prob. Rec., L. 43, f. 315.)

NATHAN CHEEVER of Chelsea, to      for £17 6s. 8d. land bounded  
DANIEL PRATT      "      "      W. on land of Thomas Pratt,  
   N. E. on the Town Road;  
S. E. on said Cheever's land from a stake by said road "to another  
stake about one Rod to the West side of a spring hole so called  
and keeping the same Course till it comes to said Pratts land above-  
mentioned," about two and one-half acres. March 20, 1762.  
(Suff. Deeds, L. 107, ff. 243, 244.)

NATHAN CHEEVER sen<sup>r</sup> of Chelsea to      for £213 6s. 8d. mortgages  
SARAH WATTS wife of SAMUEL WATTS. 45 acres of marsh & up-  
land — E. on Mr. Yeamans' land occupied by Robert Temple Esq<sup>r</sup>,  
up to the town road; then N. by s'd road to a stake & stones to the  
N. of the "old house spring so called";<sup>10</sup> S. over the middle of  
s'd spring down to the creek;—S. on s'd creek to Yeamans farm,—  
excepting the barn & barn yard & 1 acre on the W. side of the  
barn. He makes his mark. December 6, 1768. Released February  
25, 1774, by Mr. Edward Oxnard, one of the executors of will of  
Mrs. Sarah Watts. (Suff. Deeds, L. 113, f. 220. See also L. 125,  
f. 250.)

NATHAN CHEEVER of Chelsea, Gentleman, to JOSHUA      To secure  
CHEEVER and SAMUEL PRATT of Chelsea, Gentlemen.      sd Cheever  
and Pratt for serving as bondsmen in the sum of £124 7s. to  
the Treasurer of Harvard College to secure a debt of said Nathan  
Cheever to the College of £62 3s. 6d., mortgages three parcels  
of land in Chelsea. (1). 10 acres of salt marsh bounded north-  
erly on Chelsea beach, E., S.E., and S. on land of William Pitts,  
and yet S., S.W., and W. on land of the heirs of William Hasey

<sup>10</sup> Possibly the house of Rev. Thomas Cheever, near Fenno Corner, mentioned in the will of Nathan Cheever as the "old house," was not the first on the farm. The site of the spring is further defined by the succeeding conveyance. Note also in Suff. Deeds, L. 613, f. 223, and the accompanying plan, the western boundary of the "Spring Lot" of Deacon Cheever's farm.

deceased and on land of the heirs of Jacob Hasey deceased.<sup>20</sup> (2). 3 acres, bounded S. on land of William Low; E. on land of Edward Watts; N., W., and N.W. on the "Road and on Land of Jonathan Green and on Chelsea old meeting house plot and said towns pound plot."<sup>21</sup> (3). 6 acres "bounded northerly on the Road Westerly on Land of Thomas pratt Southerly on a Creek from Said Thomas Pratts Land untill it comes due South of the Great Spring in the said Nathan Cheevers Land thence Extending Due north to the westerly side of Said Spring thence northerly as the fence now Stands up to the Road and bounded Easterly on other Land of the said Nathan Chever at the Last mentioned Line." March 24, 1770. Mark of Nathan Cheever. Witnesses, John Tudor, Sam<sup>l</sup> Sprague. Recorded April 6, 1770, in Suff. Deeds, L. 116, f. 236; original in Chamberlain MSS. iv. 69.

NATHAN CHEEVER to JOSHUA CHEEVER. for £26 13s. five acres in the "further field," bounding north on land "under the improvement of Robert Temple Esq<sup>r</sup> and William Low" and on all other sides by land of said Nathan Cheever, with right of way. March 13, 1771. (Suff. Deeds, L. 119, f. 45.) This land lay west of Broadway and north of Fenno Street.

Same to Same. for £15 6s. 8d. two acres, the easterly end of said further field. October 2, 1773. (Suff. Deeds, L. 124, f. 209.)

NATHAN CHEEVER to JOSHUA CHEEVER, his son. a part of his homestead lands, including 39 acres of upland & marsh that bounded E. on land of Mr. Yeamans occupied by Rob<sup>t</sup> Temple Esq<sup>r</sup> & W<sup>m</sup> Low; N. on the Town road to a stake and heap of stones N. of the old house spring so called; W. on a line running S. over middle of s'd spring down to the Creek; & S. on the creek until it came to s'd Yeamans land excepting barn & barn yard & 2 acres of land W. of barn yard with a strait W. line running N. & S.; & excepting 5 acres of saltmarsh at the S.W. corner of s'd piece of land. October 4, 1773. Suff. Deeds, L. 124, f. 209. Mortgaged by Joshua Cheever February 24, 1774, to Samuel Sargeant. Released May 31, 1794. (*Ibid.*, L. 125, f. 250.)

WILL OF NATHAN CHEEVER, Gentleman, dated October 2, 1769; probated October 21, 1774. He makes his mark. He empowers his executors to sell lands to pay debts and appoints his son, Joshua Cheever, and Capt. Jon<sup>a</sup> Green executors; if either

<sup>20</sup> This was formerly a part of the Hasey farm. *Infra*, Appendix 12.

<sup>21</sup> See Appendix 11.

die he substitutes his kinsman Deacon Abijah Cheever of Lynn or his kinsman Captain Abner Cheever of Lynn.

(1) He gives to his "well beloved, & eldest Son Nathan Cheever, during his natural life . . . my old dwelling House, that my hon<sup>d</sup> Father, the Rev<sup>d</sup>. M<sup>r</sup> Thomas Cheever formerly dwelt in, and about three Acres of Land adjoining to it,"<sup>22</sup> bounding N. & E. on land improved by Rob<sup>t</sup>. Temple Esq<sup>r</sup>. & W<sup>m</sup> Low; S. on the road, from the S. E. "Corner of my Land, that is North of the Road, until it comes due South of the Well, that is between my two dwelling Houses, from thence extending due North over the middle of said Well" and 10 rods beyond the middle of the well, thence due west to the next fence, thence N. on sd fence to the land improved by Temple & Low; also the S. half of the barn and half of the barn yard and "the one half of my Lands that is not needed to be sold, to pay my just Debts" etc., "and that I do not herein particularly give to my Son Joshua Cheever, by Butts & Bounds." After the death of Nathan the land was given to Nathan's children and "to their Heirs & assigns forever"; to his sons 3 shares, and to his daughters 2 shares. His executors were empowered to improve the land for the use of Nathan Cheever and to be recompensed for their trouble. Nathan Cheever was forbidden to cut wood except for his own firewood, and fencing. The executors might sell a part of Nathan's real estate, if necessary for his further support. If Nathan's wife survived him, she was to have the use of one fourth of the real estate for life.

(2) To his "youngest Son Joshua Cheever" he gave "my newest dwelling House, which I now dwell in, & about five Acres of Land adjoining to it," the S.E. corner thereof being due S. of sd well at the road; thence from the road due N. to the middle of the well and 10 rods beyond; thence due W. to the next fence; then N. on sd fence to land under improvement of Temple & Low; thence W. to the next fence and bounded N. on Temple and Low; thence S. on the last mentioned fence till it comes to the road; thence E. on s'd road to the first bound and bounded S. on sd road "which goes before my Housen." Also 2 acres in E. end of my field adjoining to and W. of the barn yard; the N. half of the barn and half of the barn yard. Also one half of all his lands etc. as to Nathan Cheever.

The personal estate was to be equally divided between his two

<sup>22</sup> The house of Nathan Cheever, the new house mentioned in his will, was once supposed to be the dwelling of Rev. Thomas Cheever. "Revere Public Library Dedication," November 18, 1903, p. 21.



sons. The witnesses were Isaac Wait, Samuel Pratt and Richard Shute. (Suff. Prob. Rec., L. 74, ff. 157, 158.)

The following items are from the inventory of the estate:

The old dwelling house etc. 3 acres . . . . .	£89- 6- 8
The new " " etc. 7 acres . . . . .	182:13: 4
To about 40 Acres Land on the Hill, @ 8:13:4 per acre . . . .	346:13: 4
To about 6 Acres Salt Marsh, & Upland, to ye West of ye Spring	36 — —
To about 3 Acres by the old Meeting House, of Upland . . . .	33 — —
To 15 Acres Salt Marsh, all at . . . . .	90 — —

Signed Tho<sup>s</sup> Pratt, Sam<sup>l</sup> Sprague, Samuel Sargeant, November 24, 1774. (Suff. Prob. Rec., L. 74, f. 264.)

March 31, 1775, twenty-one acres 145 poles of upland and salt-marsh were sold by the executors to William Eustis. (Suff. Prob. Rec., L. 74, f. 390. For the division of the remainder of the real estate, and the accounts of the executors, or trustees, see *ibid.*, L. 74, ff. 389, 390; L. 76, f. 325; L. 87, ff. 112, 113.)

At the division of the estate of Nathan Cheever, second of the name, March 25, 1788, it contained only 3 acres 138 poles of his father's estate, and the dwelling-house of Rev. Thomas Cheever. This house with 2 acres 15 poles of upland adjoining it, were assigned by Joshua Cheever, Jonathan Green, and Samuel Sargeant, the committee appointed to settle the estate, to Joseph Cheever, the eldest son. He was to pay his two brothers £7 10s. 3d. each, and his two sisters £5 2d. each. Other records show that the brothers were Thomas and Samuel, and the sisters Betsey, and Hannah, wife of William Emmons of Malden. (See Suff. Deeds, L. 153, ff. 155, 207, etc.) One acre 123 poles, bounded south on the road from Chelsea meeting-house to the house of Joshua Cheever, Esqr., being the east part of the old house plot, was set off to the widow Elizabeth Cheever as the one fourth of her husband's lands, in which, according to the will of his father Nathan Cheever, she possessed a life interest. (Suff. Prob. Rec., L. 87, ff. 162-165.)

Title to the greater portion of the lands assigned to Nathan Cheever in the division of his father Nathan's estate in 1774, had passed, before his death, to his son Joseph Cheever. April 27, 1796, Joseph Cheever of Chelsea, Gentleman, conveyed to William Cheever, son of his uncle Joshua Cheever, for \$1469.40, one acre 132 poles of the old house plot, bounded east on the Widow Elizabeth Cheever's "thirds"; north on Hyslop and Greenough; west on Joshua Cheever and south on the town road. No mention was made of a house standing thereon. It is noticeable that he conveyed 43 poles less than he received from his father's estate, and

yet his eastern bound was the widow Elizabeth Cheever. The deed also conveyed title to 17 acres 12 poles of upland on "Cheever's Hill" between the town road and the Yeamans farm, with Joshua Cheever to the east, west, and southwest; 3 acres 153½ poles of upland on the same hill, bounded south by the town road and on all other sides by Joshua Cheever; 5 acres 150 poles of upland and salt marsh bounded north on the town road, south on the creek, west on Daniel Pratt, and east on Joshua Cheever; 5 acres and 10 poles of salt marsh, formerly a part of the Hasey farm. (Suff. Deeds, L. 183, f. 40.)

When the direct tax of 1798 was assessed the farm was owned by Joshua Cheever and his son William. William Cheever was owner and occupant of the lands conveyed to him in 1796 by Joseph Cheever. Joshua Cheever was owner and occupant of 69 acres with a house thereon bounded south by a creek; west by Daniel Pratt, William Cheever and others; north by land in the occupation of William Eustace (Newgate-Shrimpton farm); east William Cheever and said Eustace. The house covered 1344 feet, was of two stories, had 25 windows, and with an acre of land was valued at \$650.00. There was a barn 60 × 30, and a corn barn 16 × 10. He also owned 15 acres of dyke marsh "in the Home Farm," 7 acres of salt marsh of the original Hasey farm, and 2½ acres near the meeting-house.

The tax list seems defective at this point, as no house is taxed either to William Cheever or to widow Elizabeth Cheever. Presumably it was then in the occupation of the widow, as it was not mentioned in the conveyance to William Cheever; her name does not appear on the tax list. The widow became a charge upon the town, which, May 5, 1806, voted to lease her land to William Cheever for \$27 a year during her life. He secured from her heirs the reversion of her lands,—two acres. (Suff. Deeds, L. 226, f. 7, etc.)

The Salem turnpike was laid out in 1803, through the lands of William and Joshua Cheever. The land of the widow Elizabeth Cheever was not mentioned. From the boundary of the Newgate-Shrimpton farm, it passed over W<sup>m</sup> Cheever's Land 21 poles 10 links "to a stake, or bound in his Garden," thence south 48° west over said Cheever's Land 2 poles 8 links; thence over Deacon Joshua Cheever's Land 2 poles 10 links, "to the Road, thence across the Town Road [Fenno Street]; thence over said Joshua Cheever's Land the same course" 90 poles 23 links to the creek.

April 20, 1812, William Cheever conveyed the 2¾ acres of the house lot of Rev. Thomas Cheever lying east of the turnpike

(Broadway) and north of the town road (Beach Street), "with all the buildings thereon standing," and also "one half of the well standing on the Westerly side of said turnpike road and opposite to the premises above described," to George Dick (L. 240, f. 87). This was doubtless the well between the houses of Rev. Thomas Cheever and Nathan Cheever mentioned in the latter's will. Dick conveyed the same to Benjamin Wilson in 1814 (L. 244, ff. 28, 29); Wilson to John Wright in 1823 (L. 284, f. 8). The land appears under the name of John Wright on the plan of the Yeamans farm in 1844 (L. 525, f. 305). Evidently within this lot of land was the site of Rev. Thomas Cheever's house.<sup>22</sup>

For the division of the estate of Deacon Joshua Cheever in 1814, see Suff. Deeds, L. 613, ff. 221, 224. For the restoration of the Cheever farm in the Fenno farm, see L. 385, ff. 3-8; also L. 335, f. 164; L. 250, f. 115; L. 613, ff. 221, 224. A plan of the Fenno farm in 1846 by John Low is in Suff. Deeds, L. 560, f. 304. The lands of Harris and of J. Pierce, marked thereon, belonged originally to the Cheever farm; also  $2\frac{1}{2}$  acres sold by Nathan Cheever to Daniel Pratt in 1762, and the lands of John Wright, — both noted above. The house of Nathan Cheever, first of the name, stood north of Fenno Street and west of Broadway. The "old barn yard" was south of Fenno Street and west of Broadway. There was also a "small barn yard" east of Broadway, south of Beach Street. (L. 385, ff. 3-8, 1834.) ]

<sup>22</sup> See *supra*, p. 161, and note 22.

## APPENDIX 6

[JOHN NEWGATE, by will dated November 25, 1664, and probated September 11, 1665, left his farm at Rumney Marsh, with houses in Charlestown and Boston, to his wife, Ann Newgate, for life. After her death the farm and the house in Charlestown were to revert to his son "Nathaniel his Heyres & assignnes."<sup>1</sup> In the inventory, signed by James Penn, Tho. Brattle and Tho. Buttolph, the "ffarme at Rumley Marshe, with all the houses thereunto Belonging, out housing & Marsh at Hogge Jsland with al y<sup>e</sup> appurtenances thereunto belonging" was valued at £800.<sup>2</sup> Nathaniel Newgate, a merchant and shipowner, married Isabella, sister of Sir John Lewis of Leedstone, Yorkshire, England, and lived at Greenwich near London. His will, dated September 8, 1668, and probated in England on September 22 of the same year, reads: "I giue all my lands tenements hereditaments in New England to my sonne Nathaniell Newgate and the heires males of his body . . . J appoint the said Simon Lynd to receiue the rents Issues and profits of my said lands in New England during the minority of my said son Nathaniell he giueing a true account for the same when my sonne shall come to the age of one and twenty years." By a codicil to this will, signed on the same day, he left "the summe of one hundred pounds to be disposed of to such silenced Ministers as Docter Wilkins & the said Edmund White shall direct and that the said Docter Wilkins shall receiue such part and share of the said one hundred pounds as he and the said Edmund White shall agree on." He gave many legacies and mourning rings to relatives and friends, among others to "S<sup>r</sup> William Peake the now Lord Mayor of London forty shillings to buy him a ring."<sup>3</sup>

Anne Newgate, widow of John Newgate, by will dated August 6, 1676, and probated April 8, 1679, bequeathed "unto Nathanael

<sup>1</sup> Suff. Prob. Rec., L. 1, ff. 450-453. See also Suff. Deeds, L. 9, ff. 42, 101-103.

<sup>2</sup> Suff. Prob. Rec., L. 4, ff. 245-249.

<sup>3</sup> Certified copy of the will, March 3, 1687/8, from the registry of the Prerogative Court of Canterbury. Chamberlain MSS., lii. 193.

Newgate the Son of my Son Nathanael Newgate dece<sup>d</sup>. that five Acres of Marsh which I purchased of Edward Weeden of Rumbly Marsh, and it joines to the ffarme which my husband gave to his Son Nathanael Newgate, but being now deceased the right of Inheritance belongeth unto his Son Nathanael and his heires for ever, I am willing therefore as a testimony of my deare and tender love to my aboves<sup>d</sup>. Grand Son Nathanael Newgate to cast in my small gift of that five Acres of Marsh abovementioned to him the s<sup>d</sup>. Nathanael Newgate."<sup>4</sup> The grandson, Nathanael, married June 5, 1688, his cousin Sarah, daughter of the Simon Lynde mentioned in his father Nathanael's will.<sup>5</sup> His mother Isabella married John Johnson of London, merchant, and died before November 24, 1679.<sup>6</sup>

June 1, 1687, an Indenture was signed between Nathaniell Newdigate *alias* Newgate of London, merchant, and John Shelton and Nicholas Brattle, also of London, according to which Newgate agreed to levy a "fine sur Conusans de droit come ceo &c," during "this p<sup>r</sup>sent Trinity Term" in the Court of Common Pleas at Westminster for his lands in Charlestown, Rumney Marsh, and Hogg Island unto said Shelton and Brattle, said fine to enure to the use of said "Nathaniell Newdigate *alias* Newgate his heires and Assignes for ever and to and for none other vse intent or purpose whatsoever."<sup>7</sup> The first page of the fine levied in pursuance of this agreement hangs on the walls of the Bostonian Society's rooms in the old State House. It is there mistakenly labelled a deed from the Andros government. It is said to be of date June 15, 1687. Both the indenture and the fine were recorded by "John West, D. Sec<sup>y</sup>" in the "Sec<sup>y</sup>s Office for his Maties Territory and Dominion of New England att Boston," December 21, 1687. Presumably this was merely a common recovery to bar the entail, as it is known that Newgate was in Boston as early as November 15, 1687, and was desirous of selling the farm.<sup>8</sup> Possibly he hoped that the court's judgment would strengthen his title to resist attack by the Andros government. Simon Lynde, with that end in view, had procured a deed from the

<sup>4</sup> Suff. Prob. Rec., L. 6, f. 267. Possibly this marsh was at Hog Island. Suff. Deeds, L. 8, f. 51.

<sup>5</sup> Sewall's Diary, i. 216. Suff. Deeds, L. 16, ff. 308, 403.

<sup>6</sup> Official endorsement on the will of Nathaniel Newgate cited above.

<sup>7</sup> Indenture signed by Nicholas Brattle, Jno Shelton, Nathaniell Newdigate *als*. Newgate, with official endorsements thereon. Chamberlain MSS., iv. 21.

<sup>8</sup> Letter from Samuel Sewall, 6 Coll. Mass. Hist. Soc., i. 68; also 70, note.

Indians in 1685.<sup>9</sup> In a petition endorsed "16<sup>d</sup>. July 1688" Newgate states that he was summoned to the Superior Court at Boston to answer an "Information Exhibited" there by the Attorney-General concerning the lands at Rumney Marsh and Hog Island, but was "Unwilling to Stand Suit with the King," and craved a grant of the land "Under such Moderat Rents as your Excell<sup>y</sup> Shall thinck fitt." No answer is endorsed on the petition, and the records of the Council are missing.<sup>10</sup>

November 22, 1688, "Nathanael Newdigate *als* Newgate of the City of London . . . att p<sup>r</sup>sent Sojourning in Boston" signed and sealed in the presence of four witnesses a conveyance of the farm at Rumney Marsh, subject to the payment of five pounds yearly to Harvard College, but with no mention of quitrents to the king, to Samuel Shrimpton Esq. for £350, "Sterling mony of England."

On the same day Newgate sailed for England, in the ship with Samuel Sewall. Two days later Epaphras Shrimpton as attorney for Nathaniel Newdigate gave possession on the premises to Samuel Shrimpton in the presence of Jn<sup>o</sup> Lake, Sam<sup>l</sup> Pease, Char<sup>s</sup>. Ploummer, James Meers juner and John Wiswall s<sup>r</sup>. (27: 2: 39).<sup>11</sup> December 5, 1688, John Lake, James Meers jun<sup>r</sup>, Nathanael Myles and Eliezer Moody, witnesses to the deed, made oath to the signature of Nathaniell Newdigate before Wait Winthrop, a member of "his Maj<sup>ties</sup> Council," but the conveyance does not seem to have been recorded in New England under the Andros régime.<sup>12</sup>

February 25, 1688/9, "Nath. Newdigate *als* Newgate late of Boston in New England now in London March<sup>t</sup>." made oath in Chancery to the sale of the lands in November last, free from all encumbrances by him or by any one "clayming hy from or under this deponent in trust for this deponent." A copy of this oath, addressed to Coln. Samuel Shrimpton, was received and forwarded March 2 by Jo<sup>n</sup> Richardson.<sup>13</sup> Under date of October 11, 1692, there was endorsed upon the original deed, a receipt signed by "Nath: Newdigate *als* Newgate" for £350, also the consent of Sarah Newdigate, both in the presence of Is<sup>r</sup>: Addington and

<sup>9</sup> *Supra*, chap. v. Simon Lynde died November 21, 1687. Sewall's Diary, i. 195.

<sup>10</sup> *Supra*, chap. v.

<sup>11</sup> John Wiswall attached the date of his birth to his signature as a means of identification.

<sup>12</sup> Official endorsements on the original deed, Chamberlain MSS., iv. 29.

<sup>13</sup> Certified copy from the court records with endorsement by John Richardson. Chamberlain MSS., iv. 22.

Epaph<sup>8</sup> Shrimpton; also the acknowledgment of Nathaniel and Sarah Newdigate before Samuel Sewall, Justice of the Peace. The deed was recorded in the Suffolk Registry of Deeds, February 4, 1692/3.<sup>14</sup>

In 1672, Henry Green was tenant on the farm under Mrs. Ann Newgate.<sup>15</sup> Presumably he was the son of Thomas Green of Malden, born about January, 1638/9.<sup>16</sup> In 1658 and 1667 Henry Green was surveyor of roads at Rumney Marsh, and in 1664 constable. His name appears on the tax list of 1674, but not on that of 1687. July 21, 1671, Richard Smith assigned to "Henry Greene of Rumney Marsh" two indentured servants, Deborah Phillips for thirteen years, and her brother, Edward Phillips, for ten years.<sup>17</sup> January 11, 1671/2 Green married Esther Hasey, daughter of William Hasey of the adjoining farm.<sup>18</sup> He served under Lieutenant Hasey in the Three County Troop in King Philip's War.<sup>19</sup> His later life was spent in Malden.<sup>20</sup>

In February, 1702/3 "one Marable" was tenant on the farm.<sup>20</sup> In the tax lists for Rumney Marsh 1701 and 1702, "Thomas marbel" was taxed for a farm valued at £30 a year, the rent which Robert Temple paid later for the Newgate-Shrimpton farm. He had in 1702 a horse, two oxen, six cows, fifty sheep, and two swine. Thomas Marable was a fence viewer at Rumney Marsh in 1703. Presumably he was the Thomas Marable who, in 1696, was a tenant on Usher's farm in Charlestown,—the Ten Hills farm,—and who married Sarah Bell, August 30, 1689.<sup>21</sup> March 27, 1710, he leased a house and land of Nicholas Paige. His later history will be found in the appendix on the Keayne farm.<sup>22</sup>

November 4, 1715, and August 8, 1716, the farm is described as in the possession of John Chamberlain; and December 10, 1719, as the "farm on which John Chamberlaine Jun<sup>r</sup> now lives,"<sup>23</sup>

<sup>14</sup> L. 16, f. 1.

<sup>15</sup> Suff. Deeds, L. 8, f. 176.

<sup>16</sup> Wyman.

<sup>17</sup> Suff. Deeds, L. 6, ff. 304, 305.

<sup>18</sup> *Infra*, Appendix 12.

<sup>19</sup> Corey, Malden, 324, etc.

<sup>20</sup> Suff. Deeds, L. 21, f. 410.

<sup>21</sup> Middlesex Court Files, March, 1696; Wyman. June 11, 1709, Thomas Marable took oath before Nicholas Paige, Justice of the Peace resident at Rumney Marsh, that on February 22, 1698/9 he paid Joseph Whittemore £30 on the account of John Usher, Esq. Chamberlain MSS., iv. 34. (A. D. S. by Nicholas Paige.) In 1708 Thomas Marable of Rumney Marsh sold land in Charlestown. Wyman.

<sup>22</sup> *Infra*, appendix to chap. xxi.

<sup>23</sup> Suff. Deeds, L. 31, f. 13; L. 34, f. 27; L. 35, f. 136.

doubtless the son of John Chamberlain, tenant on the Dudley farm.<sup>24</sup> March 1, 1733/4, Deacon John Chamberlain asked to be relieved of the care of the church funds at Rumney Marsh, "because of his removal to live at Pullen-point." In the same year (1734) Jacob Hasey, brother-in-law of John Chamberlain, sold to Robert Temple an acre of land, which lay on the east side of "the Road which leads to the Landing place," and adjoined the Yeamans (or Newgate) farm, which lay between it and the Mill River.<sup>25</sup> Doubtless Robert Temple was lessee of the Yeamans farm when he bought this acre of land. Presumably the year 1734 marked the end of John Chamberlain's tenancy of the farm, and the beginning of Robert Temple's. Possibly John Chamberlain, and before him Henry Green, had occupied buildings on this acre of land belonging to their brothers-in-law. The land was conveyed by Robert Temple to John Yeamans, "late of St James's Parish, Westminster," August 15, 1748.<sup>26</sup>

Robert Temple, father and son, lived at Noddle's Island until 1760; after that, presumably, at the Ten Hills farm, which the father bought in 1740, or in the village of Charlestown. He is always described in land conveyances, — in 1748, 1766, 1778, etc., — as Robert Temple of Charlestown. He managed many farms<sup>27</sup> and presumably had under-tenants. In 1771 and 1772, the farm was described as land "under the improvement of Robert Temple Esqr. and William Low."<sup>28</sup> June 17, 1761, "W<sup>m</sup> Low of Chelsea" bought of David Jenkins a "Dwelling House Barn and Buildings," and eighteen acres of land, originally a part of the Hasey farm.<sup>29</sup> May 4, 1763, Nathan Lewis sold William Low three acres fronting twenty-one rods on the town road, its south corner being at the "bars leading from said road into Mr. Temple's farm so called."<sup>30</sup> During the following years he purchased other lands in Chelsea.<sup>31</sup>

September 21, 1780, the Newgate-Yeamans farm was described by its owners as "lately occupied by Robert Temple Esq. (& now in possession by lease) of Mr. Henry Howell Williams."<sup>32</sup> He

<sup>24</sup> *Infra*, appendix to chap. xix.

<sup>25</sup> *Infra*, Appendix 12.

<sup>26</sup> Original deed in Chamberlain MSS., iv. 45; recorded among Suff. Deeds, L. 75, ff. 136, 137.

<sup>27</sup> Sumner, East Boston, 323.

<sup>28</sup> Suff. Deeds, L. 119, f. 45; L. 121, f. 46; L. 124, f. 209.

<sup>29</sup> *Ibid.*, L. 96, f. 143; *infra*, Appendix 12.

<sup>30</sup> *Ibid.*, L. 100, f. 178.

<sup>31</sup> *Infra*, Appendixes 11 and 12.

<sup>32</sup> Suff. Deeds, L. 362, f. 137.



had been lessee of Noddle's Island since about 1762; in 1791 he purchased the Ferry Farm at Winnisimmet.

When the direct tax of 1798 was assessed, the tenant was William Eustace, who on April 19, 1775, left one of the Bellingham farms, on which he or his ancestors had been tenants for over one hundred years, and was living in Charlton, Worcester County, in 1785.<sup>22</sup> The farm was taxed as containing 400 acres. There were two barns 60 × 30, and 50 × 32, and a corn barn 24 × 13 feet. The house covered 1344 feet, was of two stories, had 22 windows, was "Verry Old," and, with one acre of land, was valued at \$660. The farm paid an annuity of \$16.66 to Harvard College, — the £5 a year entailed on it by its first owner, John Newgate.]

<sup>22</sup> *Infra*, chaps. vii. and xviii.

## APPENDIX 7

[" AT a Court of General Sessions of the Peace begun and held at Boston for and within the County of Suffolk on the first Tuesday of October being the Sixth day of the said Month Annoque Domini 1713. . . . Nicholas Paige Esq<sup>r</sup> Cap<sup>t</sup> Elisha Bennet William Ireland and Joseph Bill in behalf of themselves and others the Inhabitants of Rumney Marsh Complain against Simeon Stoddard of Boston Esq<sup>r</sup>. For that Whereas Pursuant to an Order or Vote of the Town of Boston in the year 1635 a Committee of the said Town in the year 1666 repaired to Rumney Marsh aforesaid to Survey and Settle the highways of that place, as well those that led to other Towns as those that lead to the water side &c And Whereas for these Three score years last past (until very lately) the Inhabitants of Rumney Marsh have been in the Constant known & peaceable Improvement of a certain highway leading down to a Landing place on the farm now Shrimptons formerly Newuigates (it being indeed the only publick Landing place w<sup>ch</sup> the said Inhabitants have to make use of and of absolute necessity to them) and grows more so as the said hamlet increases; And that the said Simeon Stoddard Esq<sup>r</sup> sometime the last Winter absolutely Shut up and fenced in the said highway to the very great Grievance of Her Maj<sup>ties</sup> good Subjects living and trading in Rumney Marsh aforesaid and against Laws. The Def<sup>t</sup> Simeon Stoddard Esq<sup>r</sup> beforenamed appeared by Joseph Hearne his Attorney and pleaded Not Guilty in manner and form &c, Upon which issue being joined, the Case after a full hearing was Committed to the Jury who were Sworne according to Law to try the same and returned their Verdict therein upon Oath That is to say, That the said Simeon Stoddard is Guilty as in the Complaint is set forth. It's Therefore Considered and Ordered by the Court That the said Simeon Stoddard take down and remove or cause to be taken down and removed the said fence, and the said highway to be laid open within the space of Fourteen days under the penalty of Fifty pounds and pay the Costs occasioned by the Petition or Complaint." <sup>1</sup>

<sup>1</sup> Records of the Court of General Sessions of the Peace, 1712-1719, 32, 33.

From the report of the committee of 1666 here referred to, it appears<sup>2</sup> that the road to the waterside, staked out between the allotments of January, 1637/8,<sup>3</sup> was deflected to avoid marsh and hill. Hence the town landing came to be within the limits of the Newgate farm.

The cost of this suit to the town of Boston appears in the following account.<sup>4</sup>

[1713] Charge of Sute with mr Simeon

Stodard aboute the hiway att

[April] rumli-marsh

paid Mr Brintnol for 7 horses and

expenses . . . . .	£ - 15 -
to ferry of 14 men bak and forwd . .	7 -
to Mr Wats for 5 horses . . . . .	10 -
to expenses theare . . . . .	4 - 6
to the Jurey for going ouer: . . .	2 - 6 - 6
to Mr Dudleys fee . . . . .	10 -
to taking oute the record . . . . .	2 -
to a patision drawing . . . . .	2 -
to 2 sumones . . . . .	2 -
to more money to Mr Dudley . . .	5 -
to my owne expences . . . . .	10 -

£5 - 14 - 0

Erers excepted p

Elisha Bennett.]

p Con: Cr

p Charge alowed p	
the Corte	£3 - 13 - 6
Balans du	2 - 00 - 6
	£5 - 14 - 0

<sup>2</sup> *Infra*, chap. xxv.

<sup>3</sup> *Supra*, Appendix 1.

<sup>4</sup> A. D. S. Town Papers, 1713-1733, p. 1. Office of Registry of Births and Deaths, Old Court House, Boston. The figures and word in brackets are in ink of a different color.

## APPENDIX 8

[JOHN COGAN died April 27, 1658. Under date of April 25, 1659 in the town records is the entry: "Whereas information is given of a considerable tract of meadow and upland belonging to this towne, which lays obscured under the claime of M<sup>r</sup> Cogans farme in Rumny Marsh. Now to the end that the towne might nott loose itt right, nor yett by any claime of the said towne the said Cogans just duc [be] diminished; itt is therefore ordered that a surveyor bee speedily sent to measure the said land, and according to the right due either to towne or person aforesaid, to sett out the bounds, that the cleare right of the said Cogan may bee settled on a sure foundation, and the towne advantaged to make improovement of what shall appeare justly to be their owne." The vote of June 13, quoted in the text, was presumably based on the report of this survey. June 14, 1698, the following deposition was placed on record.<sup>1</sup>

"The Testimony of Thomas Skinner sen<sup>r</sup> of Malden being of full Age Saith that of my certain knowledge that m<sup>r</sup> Cogging's flarme at Rumny Marsh within the bounds of Boston where Cap<sup>t</sup> ffloyd now lives in, hath been possest by John Doolittle and Thomas Stocker and the said Floyd by plowing and fencing quite to the Sea or the Sandy beach and so quite along to the pines River that goes to Lynn, and so the abovesaid hath peaceably enjoyed it without any claime being laid to it as I can ever heare for above forty seven yeares as Tenents to Master Coggans and his successors and farther saith not as witness my hand.

Thomas Skinner

Sworne Lynn May the 28<sup>th</sup> 1698

Before John Hathorne ) Just p<sup>c</sup>.

Entred from June 14. 1698

Jonathan Corwin ) & Cor<sup>o</sup>

p Joseph Webb Reg<sup>r</sup>."

On the same day, May 28, 1698, Crispin Brewer of Lynn signed a duplicate of this deposition.

The names of Thomas Stocker, Sr., Thomas Stocker, Jr., and John Doolittle appear on the Rumney Marsh tax list for 1674. John Doolittle was the heaviest taxpayer in the district — paying

<sup>1</sup> Suff. Deeds, L. 18, f. 211.

seventeen shillings each for town and county; Thomas Stocker, Sr., Deane Winthrop, Ben. Mussy (tenant on the Keayne farm), and William Hasey paid sixteen shillings each. In 1681 there appears "John Flood for himself and the estate of Jn<sup>o</sup> Doolittle"; no one by the name of Stocker is listed. Thomas Stocker was surveyor in 1652, 1654, and constable in 1661, for the district of Rumney Marsh; John Doolittle was constable in 1653, 1671; surveyor in 1663, and tythingman in 1680; John Floyd was constable in 1681, 1698; surveyor in 1684; tythingman in 1685 and 1695.

April 12, 1640, Thomas Lechford drew articles of agreement between "Mr. John Cogan & Thomas Stocker."<sup>2</sup> Presumably the latter's tenancy of the farm dates from 1640. He witnessed, by mark, not signature, the conveyance from Cogan to Bennett, in March, 1652/3, of the house and land north of the Pines River on the road to Lynn.<sup>3</sup> He is mentioned as tenant on the Cogan farm in June, 1652.<sup>4</sup> May 6, 1655, Thomas and Elizabeth, children of Thomas and Martha Stocker of the church of Lynn, were baptized by the pastor of the First Church in Boston. Later the family lived apparently in Lynn, near Boston bounds.

The name of John Doolittle was appended to a Lynn petition in 1643.<sup>5</sup> He received a small legacy from Edward Holyoke, by will dated December 25, 1658, and with John Tuttle appraised his estate, June 19, 1660. He was appointed overseer of the will of William Burnell of Pullen Point, dated April 16, 1660, and held other offices of trust.<sup>6</sup> February 1, 1667/8, John Doolittle bought of Samuel Bennet thirty-five acres of land, with "a new House" thereon, adjoining Capt. Keayne's farm to the northwest, but across the boundary in Malden; John Paul was living in this house at the death of Doolittle in 1681.<sup>7</sup> In 1677 and 1678, he bought for £400 the life interest of Mrs. Joseph Rocke, daughter of John Cogan, in one fifth of her father's estate, and also the right therein bequeathed to Mrs. Rocke and her daughter Mrs. Hannah Brading by the will of her nephew James Robinson, grandson of John Cogan.<sup>8</sup> According to his inventory James Robinson owned one fifth of the farm at Rumney Marsh and a part of Mr. Cogan's estate in Boston. He willed one half to his

<sup>2</sup> Note-Book, 144.

<sup>3</sup> Suff. Deeds, L. 1, f. 294.

<sup>4</sup> *Ibid.*, L. 117, f. 102.

<sup>5</sup> N. E. Hist. and Gen. Reg., xxxiii. 61.

<sup>6</sup> Appendixes 10 and 11.

<sup>7</sup> Middlesex Deeds, L. 38, f. 660.

<sup>8</sup> Suff. Deeds, L. 10, ff. 184, 186; L. 11, f. 41.

brothers and sisters and one half to his aunt and cousin; the division of the estate is not given, but presumably Doolittle by the above deeds became owner of one tenth of the farm. He bequeathed his right in the houses on the peninsula of Boston to his brother Abraham, who sold it.<sup>9</sup> Presumably John Floyd, Doolittle's son-in-law, acquired for his children, as Doolittle's residuary legatees, one tenth of the Cogan farm, for the widow and children of Thomas Robinson, grandson of John Cogan, sold to Hugh Floyd one third part of nine tenths of the farm.<sup>10</sup> According to the inventory of James Robinson the farm was "in the tenure and occupation of John Doelittle" in 1676.<sup>11</sup> December 27, 1678, Doolittle purchased for £250 one fourth of the Keayne great farm (exclusive of buildings), from John Wiswall, Jr.<sup>12</sup> October 30, 1674, he married Sibyl, widow of Miles Nutt, who died at Malden, July 2, 1671, and earlier of John Bible of Malden, who died in July, 1653.<sup>13</sup> She died September 23, 1690, aged about eighty-two.<sup>14</sup> He died September 24, 1681. He left legacies to a brother, Abraham Dowlettell of Wallingford, New Haven County, Connecticut, to his wife Sibyl and to her grandchildren, Benjamin Jones and the children of Mary Jenkins, wife of Obadiah Jenkins. He gave to Sarah Floyd, daughter of John Floyd, £100, and to "Sarah Floyd the wife of John and their Children," fifty pounds; and left as residuary legatees "John Floyds Children." He appointed his "Son in Law John Floyd" executor. He gave to "the Reverend m<sup>r</sup> Wigglesworth Pastor of the Church of Malden twenty shillings in Silver yearly to bee paid to him so long as hee liveth in Malden," and secured the same on a farm in Malden which he gave to Joseph Floyd, son of John Floyd, if he lived to attain his majority.<sup>15</sup> He gave "unto John Floyd that two hundred pounds that Ebenezar Stocker is to pay me twenty pounds a yeare towards the maintaining of one of his Sons at the Colledge which hee and his wife thinke most fit that if God see good hee may bee an able minister to preach the holy word of God." He made his mark. The will was witnessed by John Richards and Ebenezar Stocker Sept. 22, 1681; both made their marks.<sup>16</sup> His inventory follows.

<sup>9</sup> Suff. Deeds, L. 12, ff. 343, 344.

<sup>10</sup> *Ibid.*, L. 26, f. 198.

<sup>11</sup> Suff. Prob. Rec., L. 12, f. 124.

<sup>12</sup> Suff. Deeds, L. 11, f. 202; *infra*, chap. xix.

<sup>13</sup> Wyman; Savage, Gen. Dict., i. 174.

<sup>14</sup> Malden Vital Records, 341.

<sup>15</sup> See also Corey, Malden, 366, note.

<sup>16</sup> Suff. Prob. Rec., L. 6, f. 358.

AN INVENTORY<sup>17</sup> OF THE ESTATE OF JOHN DOWLETTELL OF RUMNEY MARSH IN BOSTON IN THE COUNTY OF SUFFOLKE DECEASED THE. 24 : 7 : 81 : AND APPRISED BY US WHOSE NAMES ARE UNDERWRITTEN THE. 10 : 8 : 1681.

	<i>li . s . d</i>
Jmprs Jn money . . . . .	£ 033 : 08 : 00
Jn Bonds bills and mortgages. money . . . . .	£ 305 : 00 : 00

*In the Parlor.*

1. new Searge Sute, being a loose Coate wast coate & breeches . . . . .	£ 002 : 10 : 00
1. and coloured Cloth Sute, being a loose Coate & breeches . . . . .	£ 002 : 00 : 00
1. black Sute being doublet and breeches . . . . .	£ 001 : 00 : 00
5. pr old hreeches at . . . . .	£ 001 : 00 : 00
1. old doublet & wast coate & two old close bodyed Coates . . . . .	£ 001 : 00 : 00
2. Searge loose bodied Coates . . . . .	£ 001 : 00 : 00
2. Cloth Coates loose bodyed. 30/s flour old Shirts & . . . . .	
2. new. 30/s . . . . .	£ 003 : 00 : 00
11. bands. 1. silks Neck cloth. 3. night caps. 1. Speckle Neck cloth. . . . .	£ 001 : 00 : 00
5. pa Stockins. 2. pa gloves. 1. pa bootes. 1. pa Shoes. 1. pa busks . . . . .	£ 001 : 17 : 00
2. Hatts. at. 20/s two Bibles & all other Bookes. 5 <sup>ll</sup> . . . . .	£ 006 : 00 : 00
3. muskets. 2. Swords. belts Snaps . . . . .	£ 004 : 00 : 00
1. feather Bed and ffurniture . . . . .	£ 008 : 00 : 00
1. trundle Bed and ffurniture . . . . .	£ 007 : 00 : 00
4. table cloth's. 14. Napkins. 40/s two : pr Sheets. 2 pa pillowbeers & Chest 50/s . . . . .	£ 004 : 10 : 00
4. yds Searge . . . . .	£ 000 : 15 : 00
1. great table and fforme, Carpet Chaires Chest & Box . . . . .	£ 003 : 10 : 00
1. warming pan, Bed pan & Chamber pot . . . . .	£ 000 : 18 : 00

*Kitchin.*

Pewter. dishes porringers and Cups . . . . .	£ 003 : 00 : 00
2. tramlas. 1. pa Andirons, tongs firepan. 2 Spits & drip pan, pestle mortar. fry pan Iron pot & other Lumber . . . . .	£ 003 : 00 : 00

*Leanto & Cellar*

Milke vessells, Cheese presses, brass, Earthen pots & other Lumber . . . . .	£ 005 : 00 : 00
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*Parlor Chamber*

Home made Kearsey. 34. yds 4/6 . . . . .	£ 007 : 13 : 00
1. pa Blanketing. 20/s thirty yds Cotton & Lin : Cloth : & . 7. yds linnen . . . . .	£ 005 : 04 : 00
1. Green Rugg. 1. blankett and pillow . . . . .	£ 002 : 00 : 00
10. pa Sheets and towell . . . . .	£ 006 : 00 : 00
Bedding Chamber pot. Chest and Lumber . . . . .	£ 004 : 00 : 00

<sup>17</sup> Suff. Prob. Rec., L. 9, ff. 55, 56.

*Kitchen Chamber*

8 : bush* Rye and wheate . 7 : Jndian . . . . .	£ 002 : 00 : 00
4 . Sacks . 2 : old Saddles, Pillion Seives woolen wheele Lumber . . . . .	£ 002 : 00 : 00

*Cattle*

15 : Oxen at . 60 <sup>ll</sup> twenty one Cowes at . 63 <sup>ll</sup> . . . . .	£ 123 : 00 : 00
9 . 2 . yearlings . at 22/10 . four yeare olds . at . £ . 6 . . . . .	£ 028 : 10 : 00
9 . Suffer Calves . 9 <sup>ll</sup> Seventy Six Sheep & . 10 . Lambs . 7 <sup>ll</sup> p Score . . . . .	£ 037 : 00 : 00
7 . Horses . at . 21 <sup>ll</sup> three . 2 . yeare old Colts . £ . 8 . . . . .	£ 029 : 00 : 00
2 . yearling Colts . at . 3 <sup>ll</sup> /10 : one Sucking Colt . 20/8 21 : hoggs & . 8 . Shoates . 23 <sup>ll</sup> . . . . .	£ 027 : 10 : 00

*Husbandry Utensils*

2 plowes with Irons & chaines . 1 . Cart & yokes . . . . .	£ 002 : 15 : 00
wedges, beetle and rings, axe, Cro . grindstone winch . . . . .	£ 001 : 05 : 00
Forkes rakes and how's . . . . .	£ 000 : 06 : 00
2 . cart : ropes, haltera, Bed cord . . . . .	£ 000 : 15 : 00
Augurs, Mortis axe . . . . .	£ 000 : 04 : 00
Box iron, Sheep Sheer's, pannell Lumber . . . . .	£ 000 : 13 : 00

*Corne*

80 . bush* Jndian Corne . £ . 8 . Sixty bush* Barley . £ . 9 . Eighteen bush* Rye . 54/8 . . . . .	£ 019 : 14 : 00
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*Houses & Lands.*

At Lyn . 20 . acres of Salt Marsh land that was bought of mr Holyoke . . . . .	£ " 100 : 00 : 00
At Lyn . 10 . acres of Salt Marsh that was bought of Browne . . . . .	£ " 050 : 00 : 00
One Quarter part of Keyn's ffarme bought of John Wiswall . . . . .	£ " 250 : 00 : 00
A . house and land in Malden . that John Paul lives in bought of Samuel Bennet . . . . .	£ " 150 : 00 : 00
One halfe part of James Robinsons Estate that hee gave to mrs Rock and mrs Bralden . and was bought of mr Rock and mr Bromfeild . . . . .	£ " 300 : 00 : 00
The land bought of Wellman . lying in Malden . . . . .	£ " 030 : 00 : 00
	£ " 1578 : 07 : 0

Apprized by us — John Waite .

John Smith . William Ireland —

John Floyd Executor made Oath this . 14<sup>o</sup> . Octob<sup>r</sup> 1681 . before  
Tho : Danforth Esq<sup>r</sup> Deputy Gov<sup>r</sup> and John Richards Esq<sup>r</sup>  
Assist . that this Jnventory contains a just and true Acco<sup>tt</sup> of the  
Estate of his late ffather in law John Dowlettell so far as hath  
come to his knowledge, and that w<sup>th</sup> more appeares hee will cause  
it to bee added.

Js<sup>a</sup> : Addington Cl<sup>rs</sup>]



## APPENDIX 9

COGAN's estate was 600 acres, of which Captain John Floyd was tenant. Cogan's daughter married Thomas Robinson of Scituate, where was a John Floyd in 1640, who may have been the father of Captain John of Rumney Marsh. [For John Floyd and Anne his wife, of Scituate, London, and Boston, merchant, see Boston Rec. Com. Rep., xxxii. 37; Lechford, Note-Book, 297 [168]; Suff. Deeds, L. 2, f. 294; L. 3, ff. 210-212; Boston Town Records, September 25, 1654. According to Alonzo Lewis there was a Joseph Floyd at Lynn in 1635, who sold his house there in 1666, and "removed to Chelsea." (Hist. of Lynn, ed. 1865, 153.) John Floyd is known to have lived in Lynn, as five of his children were reported to the court as born there, — Sarah, February 24, 1661/2, Hugh, John, Joseph, and Joana, the latter born January 3, 1668/9. (Vital Records of Lynn.) In December, 1670, he had a son Noah born in Malden, where his son Daniel was also born, December 28, 1675. (Vital Records of Malden.) He owned a house and land near Black Ann's Corner, near the house which John Doolittle bequeathed to the son, Joseph Floyd. (Corey, 366, note 29.) Presumably Mary, recorded at Boston as of "John & Sarah Flood," born August 14, 1679, was his daughter. He was constable for Rumney Marsh in 1681. In 1674, when he took the oath of fidelity, he was "about thirty-six years of age." (Corey, 323, note 61.) In June, 1680, he was "44 years or thereabouts," and, from the testimony which he gave, appears to have lived in the neighborhood as early as January, 1664/5, the date of John Smith's lease of the Ferry farm. (*Infra*, chap. xxiii.)]

Floyd was a man of intelligence, and an officer of merit in the Indian War of 1690. See his deposition, Oct. 4, 1690, when, at the age of fifty-four, he was sailing against the enemy at the eastward; and an interesting letter to the Governor and Council, January 27, 1691/2, giving an account of Indian hostilities at York, Maine. Mass. Archives, xxxvi. 178; xxxvii. 258. [May 27, 1690, Captain John Floyd was ordered to gather the troop under his command and advance toward Piscataqua, and June 10 sixty soldiers were added to the command of Captain Floyd and posted at Portsmouth. (*Ibid.*, xxxvi. 85, 114.) "July 6, 1690, Capt.

Floyd fought the enemy at Wheelwright's pond," then in Dover, now Lee, N. H., "but was forced to Retire with loss of 16 men." (Proc. Mass. Hist. Soc., xiv, 126.) For the encounter at Casco, now Portland, September, 1690, see 4 Coll. Mass. Hist. Soc., v. 275. He served as Lieutenant under Captain Henshman in King Philip's War, being accredited to Malden in the settlement of August, 1676. (Corey, 324; Mass. Archives, lxxviii. 244, 246.) April 12, 1689, Governor Andros, according to a rough draft in his handwriting preserved in the Massachusetts Archives, wrote Captain Floyd "forasmuch as yo<sup>r</sup> have given me to und<sup>r</sup>stand that Severall of y<sup>e</sup> Souldiers und<sup>r</sup> yo<sup>r</sup> Command have in a Mutinous Manner contrary to yo<sup>r</sup> Ord<sup>r</sup> left & Deserted their Service & Station att Saco River & are marching towards this place, Yo<sup>r</sup> are therefore forthwith to Repair to y<sup>e</sup> s<sup>d</sup> Station & by the Way to Command & Mareh Back any of yo<sup>ur</sup> sd Souldiers yo<sup>u</sup> shall meete with" and "there Remaine till further Ord<sup>r</sup>s" Also Lieutenant John Puddington of the post at Kenebunke was ordered to Boston to explain why he had contrary to his orders, "Quitted & Discharged y<sup>e</sup> Garison & Souldiers att Kenebunke," and Captain Floyd was ordered to take command thereof. Rough drafts of these letters, and of an order that Justices of the Peace, Constables, and sheriffs render aid to Captain Floyd in the discharge of his said duty, have been preserved in the Mass. Archives (exxix. 368-372). This was a week before the Revolution which deposed Andros. See *infra*, chaps. xix. to xxi, for losses suffered by Floyd during the intercharter period.] Mareh 14, 1700/01 the General Court resolved "That Twenty Pounds be Granted in full for Acc<sup>ts</sup> of Cap<sup>t</sup> John floyd." Acts and Resolves, vii. 274; from page 223, it appears that this was for services "during the time of S<sup>r</sup> Edmond Andros's Governmt." [See also *ibid.*, 653, 671. During the witchcraft craze, in June, 1692, a warrant was issued for his arrest, and testimony was given against him at Salem. Corey, Malden, 332.]

He was at Rumney Marsh in 1680, and died in 1701, leaving four sons: Hugh, born [Sept. 10,] 1663; died November 17, 1730 [aged sixty-seven years according to the gravestone at Revere]; John, born 1665, died January 7, 1723/4; Joseph and Daniel. He also left two daughters, Mrs. Sarah Upham [wife of Nathaniel Upham of Malden] and Mrs. Jonathan Hawkes, wife of Jonathan Hawkes, who kept the tavern in the house now standing, and lately occupied by Mr. Tewksbury. [November 3, 1702, Joseph Floyd, with his wife Elizabeth, and Daniel Floyd were of Malden; Hugh Floyd, with his wife Elenor, and John Floyd with his wife Raehel, were of Boston, that is, Rumney Marsh; "John

Hawks" and his wife Abigail were of Lynn. Presumably Jonathan Hawks, the innkeeper, belonged to a younger generation; his widow, also named Abigail, was living in 1782. Middlesex Deeds, L. 17, f. 272; Suff. Deeds, L. 136, f. 166; Vital Records of Lynn.] He left by his will eight slaves, — Jack and Tom to his widow; Dick, to Hugh; "Caesar & Sarah & their youngest Child called James," to John; Harry, to Daniel; and Lydia to Mrs. Upham. [Captain John Floyd died intestate. May 22, 1701, Sarah Floyd, widow, and Hugh Floyd, "eldest Son," of "John Floyd late of Rumney marsh . . . Yeoman" were appointed to administer the estate. An "Agreement between the Widow & Children of Captain John Floyd deceased, for a division of his Estate," signed March 25, 1701, was allowed by the court September 30. (Suff. Prob. Rec., L. 14, ff. 341, 400.) According to the gravestone at Revere the widow, Sarah, died June 16, 1717, aged seventy-five.] Hugh and John bought of John Cogan's grandchildren all his real estate at Rumney Marsh by deeds dated April 8, 1700, February 15, 1703/4, and April 19, 1709. [The conveyances were: — (1) Mary, granddaughter of John Cogan, and her husband Jacob Green, Jr., of Charlestown, to John Floyd, for £500, April 8, 1700 (Suff. Deeds, L. 21, f. 638). This was the first John Floyd, not the son. The deed was recorded July 26, 1704. (2) Sarah Robinson, widow and administratrix of the estate of Joseph Robinson, grandson of John Cogan, to Hugh and John Floyd, for £560, Feb. 15, 1703/4 (L. 21, f. 532). In the inventory of Joseph Robinson in October, 1703, his share was valued at £300. Suff. Prob. Rec., L. 15, f. 206. The farm was spoken of as "now in the possession of the Floyds." (3) Three great-grandchildren of John Cogan, children of his grandson Thomas Robinson, and the widow Sarah Robinson, to Hugh Floyd, for £600, April 19, 1709; recorded July 18, 1712 (Suff. Deeds, L. 26, f. 198). The will of Thomas Robinson was probated in 1700, and his share in the farm was valued at £300. (Prob. Rec., L. 14, ff. 196, 226.)] Hugh had the small farm, and his dwelling-house — still standing near Woodlawn cemetery — was the residence of the late Oliver Pratt. [Hugh Floyd owned the little farm, and also a large part of the great farm, as the deeds from the heirs of Cogan, above cited, would lead us to expect. His son, Hugh, owned the little farm only. The farmhouse of Samuel Floyd stood on land owned by the elder Hugh Floyd, who by will or deed disposed also of marshland, of a part of Oak Island, and of the Point of Pines.] John had the large farm from the beach west. His dwelling-house was lately removed from Revere Street to Broadway, at the edge of the Marsh. Hugh

Floyd was of the Malden church. [April 5, 1724, Hugh Floyd and his wife transferred their church membership from Malden to Rumney Marsh.]

John Tuttle was the first signer of the Church covenant in 1715. Then came John Floyd, Senr., Edward Tuttle, Senr., and Elisha Tuttle. After the lapse of one hundred seventy-two years, the families were represented in the Congregational Church at Revere by Deacon Daniel Tuttle Fuller and Deacon David Floyd. (B. H. Dewing, in *Revere Journal*, April 30, 1887.)

[Children to Hugh and Elinor Floyd were recorded in Boston in 1686 and later. He was constable in 1688 and 1709, surveyor in 1694, tithingman in 1705 and 1712. His will, signed August 28, was probated December 21, 1730. The witnesses were Thomas Pratt, Simon Grover, and Thomas Wayte; the executors, Samuel and Hugh Floyd, his sons. As minute provision was made for the wife Elinour, as was made by Thomas Pratt and Thomas Cheever for their wives. In money she was to receive £25 yearly. Bequests were made to his daughters Sarah Layth and Elinour Lath, and the children of his deceased daughter Joanna Tuttle. His real estate was divided among his sons, — Samuel, Benjamin, and Hugh. His negro man Richard was to serve each of the sons in turn a year and then receive his freedom. (Suff. Prob. Rec., L. 28, f. 342.) Joanna Floyd was married to Edward Tuthill by Rev. Cotton Mather, June 11, 1706; Sarah Floyd to Francis Leath, Jr., by Rev. Thomas Cheever, March 25, 1713; Elinor Floyd to John Leath, May 30, 1717; Benjamin Floyd was married to Sarah Eustice by Rev. Thomas Cheever, November 28, 1726; Samuel Floyd, to Joannah Floyd, February 8, 1727/8; Hugh Floyd to Mary Baker of Lynn by Wm. Welsted, April 29, 1729.

The division of the Cogan farm between Hugh Floyd and his brother John was not placed on record. Hence the possessions of the former are known only through conveyances from him by deed and will. During his lifetime he sold several parcels of marsh on the "Ware River" and the "Pines River." December 13, 1714, he conveyed to William Basset, Jr., and John Basset of Lynn, for £90 current money of New England, title to twenty acres of "Salt Marsh and upland or pine Land" situated "at a place known by the Name of the Pines." It was bounded W. on salt marsh of John Floyd by a line running S. from the Pine River 79 poles to "a Cedar Stake Standing in the Edge of the Salt Marsh with a Heap of Stones about it." Thence the line ran S.E. 51 poles "to a pine tree Marked, standing upon the pine Beach bank the Woodland of s<sup>d</sup> Hugh ffloyd lying on

the South Westerly side thereof." The land conveyed was bounded "Southerly on y<sup>e</sup> Bank of s<sup>d</sup> pine Beach, and Easterly on the Bay so call'd, & Northerly upon the pine River so called." (Suff. Deeds, L. 29, f. 28.) This appears to have been on the Point of Pines.

Hugh Floyd, by will cited above, gave to his son Benjamin "Ten Acres of upland lying in Sanfords lott so Called Joyning unto that Twenty Acres I sold unto him," and sixteen acres of marsh. The following children of Benjamin and Sarah Floyd were recorded in Boston: Mary born Feb. 14, 1727/8; Sarah, Oct. 3, 1729; Benjamin, April 4, 1731; Ebenezer, April 2, 1732. All were baptized at Rumney Marsh. Two other children were baptized there, — Abigail, May 11, 1735; Elizabeth, Sept. 10, 1738. November 24, 1741, Samuel and Hugh Floyd of Chelsea and Sarah Floyd of Medford, widow, administrators of the estate of Benjamin Floyd of Medford, Innholder, deceased, by order of the Probate Court for payment of debts, conveyed to Nathaniel Oliver, Jun<sup>r</sup>. of Chelsea for £1295 the real estate of the deceased in Chelsea, namely, thirty and one half acres of upland bounded east on Joseph Ingraham, Jr., west on said Hugh Floyd, north on said N. Oliver, Jr. (the great Keayne farm), and south on Paul Dudley, Esq. (the little Keayne farm), with the "Buildings Orharding" etc., on said upland; also eight acres of salt marsh. (Suff. Deeds, L. 75, f. 109.) The land of Joseph Ingraham had belonged originally to the Tuttle farm, being the north-western corner thereof. November 27, 1741, Nathaniel Oliver, Jr., conveyed to Hugh Floyd for £735, twenty acres with the same bounds except that the north boundary was the road, — that is, Nathaniel Oliver retained about ten and one half acres of the little Cogan farm, lying north of the road which led from the church at Rumney Marsh to Lynn. No mention was made of buildings; in 1746 the twenty acres were denominated pasture land. (Suff. Deeds, L. 63, f. 48; L. 79, f. 156.)

January 13, 1725/6, Ensign Hugh Floyd and his wife Eleanor had conveyed to Hugh Floyd, Jr., twenty acres, bounded east and west by Ensign Floyd, north by Captain Oliver and south by Mr. Dudley's farm (L. 63, f. 131; recorded June 10, 1742). July 31, 1730, same to same, twenty acres of upland "being a part of the Lot of Land known by the Name of Sanford's Lott." This seems to have been the same land conveyed January 13, 1725/6, the deed for which had not been recorded. The west boundary started at the point where a brook proceeded "out of M<sup>r</sup> Dudley's farm." (L. 45, f. 21. Recorded on the day on which the will of Hugh Floyd, Sr., was probated.) By will Hugh Floyd, Sr., gave the

son Hugh, "all my Remaining Land in Sanford Lott so Called with all the Buildings thereon not heretofore Disposed of also all my Medow beyond the Ditch which I have not heretofore Disposed of," and "One half part of my whole Right in Oak Island so Called." November 27, 1741, as above stated, Hugh Floyd, second of the name, purchased twenty acres which had belonged to his brother Benjamin. June 10, 1742, Hugh Floyd mortgaged to James Smith of Boston for 375 ounces of coined silver 102 acres "Consisting of Mowing Land Pasture Land and Tillage Land being all my Land in said Chelsea," with the buildings thereon. It was bounded south on Judge Dudley; east on Samuel Tuttle, the successor of Joseph Ingraham; north on the town road and Capt. Nathaniel Oliver; and west on the Country Road from Winnisimmet to Lynn. This was the little Cogan farm less the ten and one half acres in the possession of N. Oliver, Jr. (Suff. Deeds, L. 63, f. 146; released October 11, 1750. December 31, 1744, he mortgaged the same land to Paul Dudley; released October 10, 1750. *Ibid.*, L. 69, f. 176.) In 1746 Hugh Floyd was mentioned as lessee of the Dudley farm, which lay to the south. (*Ibid.*, L. 79, f. 142.)

March 25, 1746, Hugh Floyd and Mary his wife, for £2000 old tenor, conveyed to Samuel Tuttle, Tanner, forty-two acres of pasture land bounded south on Judge Dudley's farm, west on said Floyd, north on the town road, and east on said Tuttle. This was stated to be twenty acres, formerly belonging to Benjamin Floyd, and the "stump pasture." (*Ibid.*, L. 79, f. 156; recorded March 5, 1750.) The land to the east, owned by Tuttle, was a part of the Edward Tuttle farm. (*Infra*, Appendix 11.) On the same day Samuel Tuttle and wife Anne conveyed for £1000 to Benjamin Tuttle, the western twenty-two acres thereof "enclosed with a stone wall." (*Ibid.*, L. 79, f. 156; recorded March 5, 1750.) February 1, 1753, Benjamin Tuttle conveyed the above twenty-two acres to Nathan Cheever. (*Ibid.*, L. 82, f. 21.) February 17, 1761, Nathan Cheever conveyed the same to Samuel Sergeant, who had purchased the land to the west. On the east, the land was then bounded by land of Hugh Hall. (*Ibid.*, L. 95, f. 240.)

December 26, 1749, Hugh Floyd with wife Mary conveyed to Nathaniel Oliver, Junr, of Chelsea, for £11,000 old tenor, sixty acres, the westerly portion of his farm, lying between the land sold to Samuel Tuttle, and the road from Winnisimmet to Lynn, with "one Mansion Out Kitchen, two barns, work house, Tan-house and Yard, with other Outhouses, Wood, Trees, Orchards, Fences, Cydermill and Press," etc., and eight acres, across the

road, in Malden "with one Dwelling house thereon, Orcharding," etc. The latter was a wedge-shaped piece of land with Thomas Wait south and Simon Grover northwest (L. 78, f. 218; acknowledged September 10, 1750; recorded September 11). August 13, 1750, Nathaniel Oliver, Junr., conveyed the same for £1200 "Lawful money of New England" to Samuel Sargeant (L. 78, f. 219. Acknowledged and recorded September 11, 1750). November 11, 1751, Samuel and Lois Sargeant mortgaged the abovesaid land to Lucy Dudley, widow of Paul Dudley. There was "one Mansion house, two Barns, Workhouse," etc., on the land in Chelsea; also eight acres in Malden with a dwelling-house thereon (L. 80, f. 121; released in 1789, L. 166, f. 235. For an earlier mortgage to Paul Dudley, dated October 1, 1750, and released in 1753, see L. 78, f. 280). In 1761, Samuel Sargeant bought, as above mentioned, twenty acres to the east and thus his farm contained eighty acres in Chelsea and eight acres in Malden. March 3, 1782, Captain Samuel Sargeant purchased of Jonathan Williams the western thirty-two acres of the Dudley farm, which adjoined his land to the south (L. 134, f. 214, see chapter xix.). In 1798 Samuel Sargeant was taxed for a farm of 110 acres; for four lots of salt-marsh and two lots of woodland. The house covered 928 feet, was of two stories, had 24 windows, and, with a "shop" and "Chaise House" which covered 560 feet, and one acre of land, was valued at \$715. The barns were 40 × 30 and 31 × 16 feet; the corn barn 14 × 12; the tan house 40 × 24; the shed 30 × 10. One hundred and nine acres with the outhousing was valued at \$1500. When Hopkins' Atlas was prepared Oliver Pratt owned this farm.

The Inventory of "Hugh Floyd, late of Chelsea," taken December 8, 1789, by Joshua Cheever and James Stowers shows no real estate in Chelsea. It footed £11:5:4. (Suff. Prob. Rec., L. 88, f. 687.) March 6, 1760, Hugh Floyd was mentioned as a tenant on James Bowdoin's farm at Pullen Point (Chelsea Town Records). Hugh Floyd was born May 13, 1704 (Boston records), and died in September, 1789. (Church Records.) His children by his wife Mary, recorded at Chelsea, were: Mary, born 1730-5th day 3d month; Elener, 1731-27-8; Hugh, 1732-2-2; Peter, 1734-6-6; Hannah, 1735-27-12; Susannah, 1737-26-11; William, 1739-27-6 (baptized April 12, 1741); Stephen, 1741-17-[ ] (baptized Nov. 22, 1741); Andrew, 1743-17-10 [?] baptized Dec. 25, 1743.)

As above shown, Samuel Tuttle bought forty-two acres of the Sanford lot from Hugh Floyd in 1746, and conveyed the western twenty-two acres thereof to Benjamin Tuttle. May 13, 1749,

he conveyed the fifteen acres east of this for £300 to Nathaniel Oliver, Jr., who mortgaged it May 20, 1749, to Hugh Hall. (L. 77, f. 150.) July 28, 1774, Foster Hutchinson, as executor of the estate of Hugh Hall, conveyed the land to William Low, whose homestead was on the Hasey farm. (L. 126, f. 213.) William Low, by will probated April 10, 1787, divided this "Field called Hall's Hill" between his sons William and Samuel Low, and his daughter Mary Low. (Suff. Prob. Rec., L. 86, f. 171.) When the direct tax of 1798 was assessed, Samuel Low and "Polly" Low owned the field, which was under the improvement of William Pratt, tenant of Samuel Low on a farm near the meeting-house. (See *infra*, Appendix 12; also Suff. Deeds, L. 183, f. 20, Wm. and Elizabeth Low to Samuel Low.) May 13, 1749, the land was described as measuring north seventy rods eighteen links on the road; west fifty-one rods eighteen links on the land of Benj. Tuttle; south sixty-two rods seven links on Paul Dudley; east twenty-eight rods seven links on Samuel Tuttle. (Suff. Deeds, L. 77, f. 149.)

June 23, 1750, Samuel Tuttle conveyed to Samuel Floyd the remainder of the land in the Sanford Lot, that he had bought of Hugh Floyd, namely, the easternmost five and three fourths acres (Suff. Deeds, L. 81, f. 242; recorded January 12, 1753). September 10, 1771, Samuel Floyd, husbandman, for £40 conveyed this, then estimated as six acres of upland to his son Samuel Floyd, Junr, of Chelsea, husbandman. It was bounded north on the Town road; northeast and east on lands of Phillips Payson; south and southwest on lands of Captain Williams; west and northwest on "lands now occupied by William Low." There was no mention of a house on the land. (Suff. Deeds, L. 122, f. 143.) Samuel Floyd, Jr., was the son of Samuel and Joanna Floyd, and married April 20, 1779, Susanna Sargeant, daughter of John Sargeant of Pullen Point, where Floyd became possessed of lands in 1783. (*Infra*, Appendix 10.) April 8, 1783, Samuel Floyd and his wife Susanna conveyed these six acres to Jonathan Fuller. The description was the same except, — south and southwest on lands of Captain Samuel Clark; west and northwest on lands of William Low. (See L. 138, f. 25; L. 497, f. 166.) The land was taxed to Jonathan Fuller in 1798. Thus the land south of Malden Street owned by D. T. Fuller and E. Kimball when Hopkins' Atlas was prepared, formed originally a part of the little Cogan farm. Their southern boundary was the division line between the little Cogan and little Keayne farms; their eastern bound, the division line between the little Cogan and the Tuttle farm. Presumably the northern line of the estates of D. T.



and Chas. E. Fuller north of Malden Street, represents the division line between the little Cogan and great Keayne farms.

Hugh Floyd, first of the name, by will in 1730 gave to his son Samuel Floyd "my Pasture Land Adjoyning to the Twenty Acres which I lately sold him which lyeth next unto John Floyds Land with all the Buildings thereon," etc.; "also all my Marsh Land Between the two ditches," subject to certain rights of way; "also half my Marsh beyond the ditch Excepting the Sixteen Acres hereafter Given to my son Benjamin, also half my Land in Oak Jsland," etc.; all of this land had belonged to the Cogan great farm. Samuel Floyd, by deed acknowledged at Lynn May 2, 1734, conveyed to John Floyd, for £400 bills of credit, four parcels of land — (1) six acres of upland "part of the Jsland formerly known by the name of Coginses Jsland & more laterly Called Oak Jsland"; (2) six acres of marsh adjoining thereto, — the two being bounded by John Floyd on the south and southwest; (3) three acres of marsh with Jabez Sargeant on the west, John Floyd north and northeast, Edward Tuttle southwest; (4) ten acres of salt marsh bounded south and southeast on the beach, west by Th. Wait, and on all other sides by John Floyd. (Suff. Deeds, L. 61, f. 7; recorded October 15, 1740.) After this sale Samuel Floyd retained a homestead of about 125 acres in the southwestern portion of the Cogan great farm, north of the land later occupied by Phillips Payson (originally the Tuttle farm) and east of the Oliver (formerly the Keayne great) farm. (L. 70, f. 18; L. 91, f. 87; L. 118, ff. 220, 221. See *infra*, Appendix 12; also chap. xxi.) September 9, 1740, Samuel Floyd, son of Hugh Floyd, with his wife Joanna mortgaged to the Manufactory Co. for £100, sixteen and one-half acres of upland with five acres of salt marsh adjoining thereto, — bounded west on land of Nath. Oliver, Jr., south and north on the land of Samuel Floyd by a ditch and wall, and northeast from a ditch to a ditch, by a ditch leading northwest toward the upland; apparently, therefore, part of the marsh-land between the ditches mentioned in his father's will. The northwest corner of the mortgaged estate seems to have touched the point where the land of Nathaniel Oliver, Jr., joined the marsh of Paul Dudley. (L. 60, f. 45; *infra*, chap. xix.) The children of Samuel and Joanna Floyd as recorded at Chelsea were: Tabatha, born 1729—the 4th day 4th month; Joanna, 1731-6-12; Samuel, 1733-6-12; Noah, 1735-26-6; Joseph, 1737-27-1; Rachel, 1739-30-10; Nathanael, 1741-11-4; David, 1742-20-10 [?] (baptized Nov. 21, 1742); Nathan, 1744-16-1; Benjamin, 1746-3-3. All were baptized at Rumney Marsh as was also, June 25, 1738, a son Ezra, whose name

does not appear on the town records. Presumably he died before the family genealogy was entered there.

June 21, 1759, Rev. Nathaniel Henschman of Lynn obtained possession, by writ of execution against Samuel Floyd, of a seven-acre "Field on the Westerly side of the Lane that leads up to the North side of the said Samuel's Dwelling house"; and also of thirty-three acres of "Upland Tillage and Pasture land" bounded east on land "now or late of John Floyd"; north and west on land "now or late of Samuel Floyd"; south "partly on a small Field adjoining to Land of John Floyd," partly on the above seven-acre field, and partly on land late of Daniel Tuttle; west, partly on the seven-acre field. (Suff. Deeds, L. 93, f. 95.) This land passed from the estate of Nathaniel Henschman to Dr. Humphrey Devereaux and his wife, of Marblehead, she being a daughter of Rev. Nathaniel Henschman. (Suff. Deeds, L. 102, ff. 208, 209, etc.) May 28, 1764, Samuel Floyd conveyed to Thomas Pratt for £53 6s. 8d., twenty acres of upland and marsh. This land was bounded on the west by the Oliver farm, then owned by Hon. Thomas Flucker and Mr. Pitts, and by the marsh of Joseph Dudley; on the north and east by creeks, ditches and marsh land; and on the southeast by the above mentioned land of Henschman, and marsh of Samuel Floyd to "the road that leads to the Beach"; south on said Floyd. (L. 104, f. 11.) Pratt conveyed this, March 29, 1765, to Lydia Henschman of Marblehead, widow of Rev. Nathaniel Henschman. (L. 104, f. 76. See also L. 86, f. 184.) June 24, 1766, Samuel Floyd with his wife Joanna conveyed to Lydia Henschman, widow, of Marblehead, for £333 6s. 8d., twelve acres of "Tillage land and orcharding . . . with the dwelling house which I now inhabit and the barn standing on part of the same land." This was bounded east on John Floyd; north and west on Dr. Devereaux and said Lydia Henschman; south on Samuel Sprague. The land of Samuel Sprague had formerly been the farm of Daniel Tuttle, and when Hopkins' Atlas was prepared belonged to H. F. Coolidge. Floyd also conveyed, by the same deed, fifteen acres in the dammed marsh, John Floyd owning marsh to the north; thirty acres of salt marsh lying to the north of upland belonging to Dr. Devereaux and Lydia Henschman; eight acres of pasture, bounded west on the Oliver farm (Pitts and Flucker), south on Phillips Payson, north and east on said Henschman and Dr. Devereaux. (L. 108, f. 266; see also L. 93, f. 169; L. 108, f. 265; L. 104, f. 238.)

Thus about 125 acres of the farm of Samuel Floyd, son of Hugh Floyd and grandson of Captain John Floyd, passed to Nathaniel and Lydia Henschman, and their son-in-law Dr. Dev-

ereaux, and thence to Samuel Sewall of Marblehead and his wife Abigail, daughter of Dr. Humphrey Devereaux. In 1798 Hugh Floyd was tenant and Samuel Sewall was owner of the farm, which was taxed as containing one hundred and ten acres (\$1766). The house covered 720 feet, was of two stories, had 15 windows, was "Verry Old," and with one-half an acre of land was valued at \$275. The barn was 50  $\times$  30. December 30, 1802, Samuel Sewall and his wife Abigail mortgaged the farm for \$2000. It then contained 123 $\frac{1}{4}$  acres of "Upland Orcharding and Salt Marsh" with a dwelling-house and barn and was described as being in the occupation of David Floyd; also, 15 acres adjoining the south corner of the farm in the dammed marsh and 7 acres of salt marsh to the N. of the farm,—the latter being apparently marsh bought of Isaac Chittenden, and sold later to Rev. Joseph Tuckerman. (L. 203, f. 269; L. 217, f. 289.) Possibly the tenant of 1798 was the son of Hugh and Mary Floyd of the little Cogan farm, born February 2, 1731/2, married Rachel Floyd May 10, 1759, and had a son David born 1767–7th day–6th month. Nine children of Hugh and Rachel Floyd, born between 1760 and 1780, are recorded at Chelsea. Hugh Floyd died in August, 1800.

March 23, 1807, Samuel Sewall, Esq., of Marblehead, and his wife Abigail, for \$1550 conveyed to David Floyd of Chelsea, husbandman, 26 acres of upland and marsh on the westerly side of the Salem turnpike,—the land, it is stated, having been "heretofore in occupation of said Floyd." This was bounded S.W. on land "now or late" of the heirs of Rev. Phillips Payson from said road to land of Nathaniel Hall; N. W. on said Hall and Moses Collins to the marsh now or late of Naylor Hatch; N.E. said Hatch and marsh lately conveyed by us to Rev. Joseph Tuckerman, to Daniel Pratt's marsh; S.E. and N.E. on said Pratt to the Turnpike. May 1, 1848, David Floyd and his wife Hannah conveyed to David Floyd, Jr., for \$2500, thirty-one acres, it being land conveyed to him as above by Samuel Sewall in 1807, and by Daniel Pratt April 29, 1830. Its N.W. bound was a line 147 rods 16 links long from the Phillips Payson, later the B. H. Dewing, estate to a creek, bounding on land of Nathaniel Hall and Moses Collins (Suff. Deeds, L. 219, f. 265; L. 345, f. 285; L. 590, f. 290). The land of Nathaniel Hall was upland of the great Keayne farm; the land of Collins was salt-marsh of the great Keayne farm given in 1702, with the small Keayne farm, to Paul Dudley. (See chaps. xix. and xxi.) Thus this deed, in giving the western bound of David Floyd's farm, gives the parting line between the great Cogan and the great Keayne farms. The line

can be clearly traced on Hopkins' Atlas. It extends north from the northwest corner of the B. H. Dewing estate to the Pines River. The north boundary of B. H. Dewing, west of Broadway, formed the southern boundary of the great Cogan farm. All the land pictured on Plate R., vol. iv., Hopkins' Atlas, belonged to the great Cogan farm except a narrow strip west of H. F. Cooledge.

The balance of the Sewall farm, formerly that of Samuel Floyd, that is, the land lying East of the turnpike, remained in the possession of Samuel Sewall and his wife Abigail, and passed to their heirs. A plot of the land according to survey of May 10, 1852, with the position of the farm buildings marked thereon, may be seen in Suff. Deeds, L. 636, f. 303. There were 60 acres of upland and 40 acres of salt-marsh. (See also L. 585, f. 113; L. 642, ff. 29-33, etc.)

John Floyd, son of Captain John Floyd who died in 1701, lived on the southeastern portion of the great Cogan farm. Two children were recorded at Malden: John, born Aug. 19, 1687, and Rachel, born Dec. 25, 1690. Later, as a resident of Rumney Marsh, he was active politically and often in office. Starting as fence viewer in 1697 (also in 1705, 1708, 1712), he was surveyor in 1699 and 1706; representative of the district of Rumney Marsh on the Boston board of assessors in 1716, 1717, 1720, and 1723. In the second volume of Town Papers, in the Office of the Registry of Births, etc., in the old Court House in Boston, are two interesting letters, dated September 12 and December 2, 1719, from Joshua Bill to the Treasurer of Boston, in which he complains bitterly of having been chosen constable, attributing it to John Floyd, the assessor, whom he calls the "Lord Ruler att Winisimit att that time." John Floyd was one of the founders of the Rumney Marsh church in 1715. According to the tombstone at Revere, Lieutenant Floyd died January 7, 1723/4 in the 58th year of his age. According to the Vital Records of Lynn he was born Feb. 20, 1664/5, and hence died in the 59th year of his age. His will, dated September 27, 1723, was probated February 24, 1723/4. The witnesses were Daniel Floyd, John and Jacob Chamberlain, Jacob Hascy. To his wife Rachel he allotted two rooms in the west end of his dwelling with cellar room, all his household goods, and an annuity of £10 in money. He made a similarly minute provision for supplying her with the necessities of life, and for the use of a horse, that his brother Hugh Floyd, Thomas Pratt, Thomas Cheever, and others made for their wives. The negro boy Jack was to serve her for life; then to revert to his son, John.

To his son, John Floyd, he gave his "Dwelling House & Barn

and all my outhousing and all my Lands both Upland & Salt Marsh, all within the Bounds of Boston I give it all to him and his heirs forever," subject to the widow's rights and the payment of the legacies. He gave to his daughter Rachel Pratt £100 and the negro man, Caesar; to daughter Abigail Tuttle £100 and the negro woman, Sarah; to Joanna Floyd £70 at time of her marriage, and £100 more within four years of his decease; to his grandsons, James and John Nicolls, £50 each when they attained their majority; to the "Church of Christ in Rumney Marsh," £10 (Suff. Prob. Rec., L. 23, f. 122). Rachel Floyd was married to Ebenezer Pratt, March 29, 1711; Abigail Floyd, to Samuel Tuttle, December 3, 1713; Tabitha Floyd to James Nicholls, July 9, 1719; Joanna Floyd to Samuel Floyd, February 8, 1727/8.

John Floyd, son of John and Rachel Floyd, was born in Malden, August 19, 1687, and married Mary Tuttle May 27, 1712. He lived for twelve years on the Sale farm,—presumably from his marriage in 1712 until his father's death in 1724. Record is found of the following children: John, baptized April 1, 1716; John, baptized July 13, 1718; Mary, baptized April 16, 1721; Jacob, baptized July 15, 1722, died in March, 1775, aged 53; Mary, baptized April 5, 1724; Sarah, born 1726—23d day—11th month, and baptized Nov. 27, 1726; James, born 1729—30th day—10th month, and baptized Nov. 2, 1729. His wife Mary died, according to the tombstone in Revere, June 18, 1732, in the thirty-ninth year of her age. He died in November, 1775.

The will of John Floyd of Chelsea, husbandman, dated April 26, 1773, was probated February 6, 1776. The witnesses were Benj. Tuttle, Samuel Floyd, Jr., and Nathan Floyd. To his son James Floyd, whom he appointed his executor, he gave all his estate, both real and personal, subject to the payment of the following legacies: To his daughter Rachel, wife of Samuel Sprague, £10; to his daughter Sarah, wife of Deacon Sale, £10; to his grandchildren Richard Floyd and his sister, children of his son John, deceased, £5 each,—no more because of "the large sums I gave to and paid for their father." To his wife Hannah he gave 20 *sh.* and her right of dower according to law. (August 24, 1763, John Floyd married the widow Hannah Bill, who died before her husband, in September, 1775.) To Jacob Floyd he gave 40*s.* a year for life, and the right to live in the house and to have "all the necessaries and comforts of life, with decent Clothing for labour and to attend the public Worship of God, shall have meat, drink, Washing and lodging, his Taxes all paid and if sick his Nurses & Doctors shall be paid all out of my estate" etc.

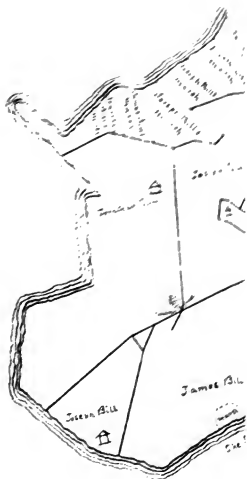
To the wife of his son James he gave a silver tankard. (Suff. Prob. Rec., L. 75, f. 8.)

The children of James and Hannah Floyd as recorded at Chelsea were: Hannah, born 1758-30th day-3d month; John, born 1760-9-3, died 1768-31-3; James, born 1762-17-3; Jacob, 1764-22-6; died July 30, 1849 aged 85; Charlotte, born 1766-6-[9?]; baptized Oct. 5, 1766; Mary, 1769-31-7; John born 1772-15-11, died 1818-13-4.

The will of James Floyd of Chelsea, dated June 27, 1793, was probated November 30, 1822, by his son James Floyd, executor. To his wife Hannah he allotted the west room and chamber and as much of the kitchen and cellar as she needed, etc. To his son James Floyd he gave one third of his lands, all of his farming utensils and cattle and the east end of his dwelling and barn until the death of his wife; then the housing was to be divided between his three sons. To Jacob and John he gave each one third of his lands and a living in the house; to his daughter Hannah Butman, a living in the house "so long as she continued to be deserted by her husband" and £60; to daughters Mary and Charlotte Floyd, £60 each and a living in the house till their marriage. November 30, 1822, Uriah Oakes, Hannah Butman, Mary Floyd, Jacob Floyd, and James Floyd shared the personal property.

In 1798 James Floyd was taxed for a farm of 71 acres, bounded S. by William Harris (Tuttle farm); W. by Samuel Sewall; N. by Thomas Hill and others (marshland); E. by the Beach; also 23 acres of woodland in the "Pan-handle"; 23 acres in the dammed marsh; and 20 acres of saltmarsh in the home farm, with the Beach to the east. The house covered 1350 feet, was of 2 stories, had 19 windows, was "Old"; with a one-story "Wood and Chaise House" that covered 361 feet, and an acre of land, it was valued at \$660. The site of this house can be seen on the survey made for the Eastern Railroad in 1836. According to the inventory taken December 10, 1822, James Floyd possessed at the time of his death 66 acres of upland, which with the buildings thereon were valued at \$3,960; 22 acres of saltmarsh; 28 acres of "Dyke marsh"; 47 acres of woodland; in all 163 acres. (Suff. Prob. Rec., L. 120<sup>2</sup>, ff. 401, 431; L. 121<sup>2</sup>, f. 288.) July 3, 1787, James Floyd, Jr., married at Chelsea Eunice Boardman, daughter of Aaron Boardman of "Chelsea Pan-handle." (Suff. Deeds, L. 218, f. 72.) He died in 1851. For the division of his estate between his sons, George W. Floyd and John Floyd, see Suff. Deeds, L. 621, ff. 27, 28. The line of demarcation there drawn can be identified on Hopkins' Atlas (1874, vol. iv. Plate R) as the east line of the lands marked "Worcester." This land,

now crossed by the Eastern R. R. and Revere Street, was the homestead. Presumably Revere Street marks the cartway to the beach mentioned in the deeds of Samuel Floyd and his assignees; the beach northerly from Beach Street was known in early days as the beach leading to John Floyd's house.]



PLAN OF THE BILL  
BY WILLIAM JOHNS  
1690.



## APPENDIX 10

JANUARY 4, 1657/8, Gibbons' administrators sold for £200 to James Bill "one Tennement or farne house w<sup>th</sup> one hundred and ninety acres of land more or lesse being in a place called . . . Pullin Pointe" together with all his lands "lying at a place Called . . . by the name of Hogg Island being part meadow and part vpland." (Suff. Deeds, L. 3, f. 92.) [In the inventory of Gibbons' estate taken December 30, 1654, "y<sup>e</sup> farne house" & 4 acres of Land at hog Island" were valued at £50. Other items at the farms were 2 oxen, 6 steers, 7 cows and heifers, a mare, a colt, a calf, 25 hogs and pigs, 7 ewes and a ram, 9 cocks and hens, farming implements, 2 guns, pewter dishes, etc., "Corne in y<sup>e</sup> barne unthreshed," a bed and its furnishings "in the porch Chamber"; barley, peas, etc. "in the Chamber," a bed and its furnishings "at James Bills house," and another "at John Brownes." (Suff. Prob. Rec., L. 2, f. 147.) This shows that James Bill was a resident of Pullen Point in 1654, notwithstanding his sale to Bernard Engles in 1645.] For the continuation of Gibbons' allotment in James Bill, and additions to it, I am indebted to David Floyd, Esq., of Winthrop, and especially for a copy of a plan of the Bill estates in that town October 21, 1690, by William Johnson, surveyor, the original of which, — last known in the possession of the late John W. Thornton, — cannot now be found. But a tracing of it by Judge Edwin Wright, a most accurate conveyancer, has been preserved, and a copy of this with its projection on a modern plan of the town, as I have said, has been given me by Mr. Floyd; both are here presented. I am also indebted to Mr. Floyd for copies of *The Visitor*, — published in Winthrop, August 23, 1895, March 27 and May 1, 1896, — containing valuable historical papers, upon which I have drawn with confidence and without verification, as I understand they are based upon examinations of titles by experts.

James, son of John and Dorothy Bill, was born in England, in 1615, and with his parents came to Massachusetts before 1635. His wife Mary was born in England in 1613. He bought an estate in Boston, on or near Sudbury Street, as early as 1639.

[Boston Town Records, Jan. 27, 1639/40; also Jan. 21, 1638/9.] He appears to have been part owner of Spectacle Island, and, in 1645, to have sold land at Pullen Point. [Suff. Deeds, L. 5, ff. 45, 46.] He worshipped in the Mather church, and died February 1 (one account says, August 9), 1687/8. He was buried on Copp's Hill, where his gravestone still stands. [As deciphered thereon, the date of his death was February 1, 1687/8. His will, dated January 31, 1687/8, was probated February 22 of the same year. His wife Mary died August 29, 1688.] He and Deane Winthrop (whose farm in 1690 included Point Shirley, Great Head, and the beaches) at one time owned nearly all of Winthrop. It is thought that he lived in the Gibbons house, though one, if not all his three sons, lived in the old Bill house now standing on Beal Street. In the next century [the Gibbons house was] owned and occupied by Deacon John Chamberlain, a man of considerable importance, and after his death in 1753, by his widow. [The house on Beal street] is now owned by Mrs. Hanley. A second [the Gibbons] house stood in the vicinity of Thornton Station, and a third, near Johnson Avenue. It is not certain which of these houses was occupied by James Bill; their locations are shown on Johnson's Plan.

The estate at Winthrop was divided among James Bill's three sons. (Suff. Deeds, L. 16, f. 59.) To James was set off the land extending easterly from Cottage Park, including the Washington Avenue section. He died in 1718, and by will gave his property, subject to his wife's life interest, to his daughters Mehetable Bill and Rebecca Saunders, who married John Tenney. Mehetable, his widow, Thomas Selby and his wife Mehetable, and North Ingham and his wife Abigail (a daughter of James Bill), sold their interest to John Tenney and his wife. (L. 37, f. 17.) They sold to John Chamberlain (Suff. Deeds, L. 40, f. 195 [103 acres, October 26, 1726]), who died in 1753, leaving [as his heirs] a widow, Mary, and [his daughters] Susanna Sargent, Sarah Hallowell, Abigail Eustice, Hannah Burnap, and [the children of] Mary Hasey [deceased]. In 1758, two thirds of the real estate were set off to John Sargent; and on the death of John Chamberlain's widow the other third was set off in 1783 to Samuel Floyd, who married Susanna, daughter of John Sargent. John Sargent thus acquired sixty-seven acres on the easterly side of the Chamberlain farm, and Samuel Floyd the westerly part [including] sixteen acres [of upland]. John Sargent died January 12, 1776, leaving a widow, Susanna, and children, William, who died unmarried, Elisabeth, who married David Belcher, Susanna, who married Samuel Floyd, and Mary, who married James Tewksbury. [By

deed of release from Mary and Elizabeth, and deed of sale from Elizabeth, Samuel Floyd became owner of about 32 acres, James Tewksbury holding about 13 acres. (Suff. Deeds, L. 189, f. 190; L. 195, ff. 1, 2.)] By will probated February 11, 1805, Samuel Floyd gave his real estate to his wife, Susanna, for life, and after her death, one half to his son Samuel (2), and the other half to his daughters, Susanna, who married Henry Tewksbury, and Hannah B., who married Washington Tewksbury [son of James and Mary Tewksbury mentioned above]. These three children were heirs of their mother Susanna, who died in 1830. Samuel (2) Floyd died February 16, 1829, leaving children, Josiah, Samuel (3), Sally Ann, [Emeline], and Susanna S. In Lib. 357, f. 299 (and see L. 616, f. 250), is a [division of the farm], by order of court, [between] the children of Samuel (2) Floyd and Henry Tewksbury and his wife, Susanna, in her right, Washington Tewksbury and Hannah, his wife, in her right. [See in Suff. Deeds, L. 619, f. 279, a plan of the lands of Samuel (2) Floyd as divided among his children. The house located on this plan was then (1850) owned by Josiah Floyd and Washington Tewksbury.] May 31, 1841, Henry Tewksbury quitclaimed to Washington Tewksbury [the southerly part of] the easterly portion of this farm, and the same day Washington Tewksbury quitclaimed to Henry Tewksbury another portion (see also L. 1040, f. 34). Samuel (3) Floyd, quitclaimed to Josiah Floyd all the real estate inherited from his father. (L. 559, f. 52.) April 1, 1850, the children of Samuel (2) Floyd, quitclaimed their interest in a part of the farm to Washington and Henry Tewksbury. (L. 616, f. 250.) Henry died intestate in 1853, leaving a widow, Susanna, and children Susanna, Henry (2), and Eliza. Eliza married Josiah Floyd and died intestate, leaving Samuel (4) and Eliza F. who married Benjamin D. Chapman.

About 1855, Susanna, widow of Henry Tewksbury, senior, died [giving her lands to] Susanna (2) and Henry (2), [and legacies to the children of] Eliza, mentioned above. In 1856 Washington Tewksbury died, and later Susanna, her share passing to her brother Henry and the children of her sister, Eliza Floyd. In 1866, Hannah B., widow of Washington Tewksbury, died, leaving children Lorenzo C., George W., Samuel H., Hannah B., wife of Thomas J. Belcher, and Sally, wife of David Floyd. In March, 1871, the heirs of [Washington and Henry Tewksbury] released to each other all the land described in the partitions above referred to. (L. 1040, f. 34.) In January, 1873, Henry Tewksbury sold to J. Wingate Thornton, the land now known as Thornton Park, and the land owned exclusively in 1867 by the heirs of Washington

and Hannah Tewksbury, now belongs to many people whose houses are on Washington Avenue, Elmwood and Lewis Avenues, and River Road.

*The Will of James Bill, Sen<sup>r</sup>*

In the Name of God Amen I James Bill Sen<sup>r</sup> of Pudden Point within the Precincts of Boston in New England yeoman Being weake in body But sound in my Vnderstanding and memory And being Conscious of my Mortallity Itt being appointed for all men once to Dye And being willing to sett my house in Order before my Decease have and hereby Doe Constitute Ordaine and make this to bee my Last will and Testament; Nulling and revoakeing all other wills by me formerly made of what kind soever In manner following Imp<sup>r</sup>is I Commit my Soule into the hands of God my Creato<sup>r</sup> hoping & beleiveing to Obtaine the Pardon of all my Sinns and the Acceptance of my person vnto Eternall Life through the alone Merritts and Mediation of my Onely Lord and Saviour Jesus Christ And my body to the Grave Descently to be Interred att the Charge and according to the Descretion of my Exe<sup>s</sup> hereinafter named And as for what worldly Estate God of his goodness hath Lent vnto mee and bestowed vpon mee my minde and will is that it should be disposed of as followeth First I give and bequeath vnto my Three Sonns James Bill Jun<sup>r</sup> Jonathan Bill and Joseph Bill All that farme w<sup>ch</sup> I bought of Sam<sup>l</sup> Burnell Lyeing and next adjoyning to M<sup>r</sup> Deane Winthrops farme Item I give and bequeath vnto my Said Three Sonn's James Jonathan and Joseph all that peece or percell of Land Lyeing att the North end of Boston and is Seituat att the Southerly Side of M<sup>r</sup> William Dorces his Dwelling house the w<sup>ch</sup> farme and peece of Land are equally to be Divided among my Said Three Sonns Item I give and bequeath vnto my Said Three Sonns All that my halfe part of my Sloop called Triall Burthen Thirty and five Tunns or thereabouts with all the appurtenances therevnto belonging equally to be Divided betweene them Alsoe I give vnto my said three Sonnes my two Negroes James and Jack equally to be Divided amongst them Item I give and bequeath vnto my Daughter Mary Smith as a token of my Love the sume of flourty pounds In money to bo paid vnto her within Three yeares next after my Decease by my Executo<sup>s</sup> And the reason why I give her noe more now is because I have given Largely to her already. Item I give and bequeath vnto my Daughter Hannah Kent as a token of my Love Twenty shillings in money to be paid her w<sup>th</sup>in two Moneths next after my Decease by my said Executo<sup>s</sup> I haveing given her formerly

very Considerably Item I give vnto my Daughter Sarah Chivers the Summe of One Hundred pounds in money to be paid vnto her by my Executo<sup>r</sup>s w<sup>th</sup>in Three yeares next after my Decease and is to bee at her Sole Disposall thereof. And as for all other of my estate whether itt be in Bonds Bills Householdstuffe Debts goods or any other kind whatsoever I give and bequeath the same vnto my said Three Sonns James Bill Jonathan Bill and Joseph Bill equally to be divided betweene them whome I Doe make and Constitute to be the Executo<sup>r</sup>s of this my Last will and Testament And in Testimony that this is my Last will I have herevnto Sett my hand and Seale the Last day of January Anno Dni 1687 Anno<sup>m</sup> RRs Jas Secdi Angl &c tertio 1687 Signed by  $\ddot{\text{H}}$  the marke of James Bill w<sup>th</sup> his Seale and Signed Sealed and Declared by James Bill Sen<sup>r</sup> to be his Last will & Testam<sup>t</sup> In the p<sup>r</sup>esence of vs Deane Winthrop John Henery Burchstead & by R the marke of Robin Rannells./

*By his Excellency*

The within written Deane Winthrop John Henery Burchstead & Robert Rannells wittnesses to the within will psonally appeared before me and made Oath that they Saw the within named James Bill Sen<sup>r</sup> Signe & Seale & heard him declare the same as his last will & Testament And that when hee did y<sup>e</sup> same hee was of sound minde & vnd<sup>r</sup>standing to the best of their pceiveing. Sworne y<sup>e</sup>  $\frac{22}{27}$  : febr'y . 1687 [1688] Before Me . E Andros.  
John West D. Sec<sup>r</sup>y (Suff. Prob. Rec., L. 10, f. 229. The will is in Files No. 1620.)

AN INVENTORY OF THE ESTATE REALL AND PRONALL OF JAMES BILL LATE  
OF PULLEN POINT DECEASED

Wearing Clothes 15 <sup>li</sup> : Two Negros 40 <sup>li</sup> . . . . .	£55 : — : —
A Parcell of Land Lyeing att Pullen point . . . . .	140 : — : —
House Lott att Boston 80 <sup>li</sup> halfe the Sloop & a Boate 39 <sup>li</sup> . . . . .	119 : — : —
Two Barrells of Beefe 54 <sup>s</sup> . . . . .	2 : 14 : —
Grayne Indian Corne Barley & Rye . . . . .	36 : 18 : 4
Debts Oweing to the estate Desperate . . . . .	66 : 14 : —
	420 : -6 : 4-

Apprized by vs whose names are vnder written Deane  
Winthrop by  $\propto$  the marke of Aron Waye W<sup>m</sup> Ireland.  
febr'y . 22<sup>th</sup> : 1687

James Bill Jonathan Bill and Joseph Bill Exec<sup>r</sup>s: to the estate  
of James Bill their father De<sup>d</sup>ed Exhibited the above Inventory

w<sup>ch</sup> Contains a true & Just account of all the estate of the said Deceased that they know off or is come to their hands. Wittnesse our hands &c<sup>a</sup> James Bill Jonathan Bill and Joseph Bill.

(Suff. Prob. Rec., L. 10, f. 232.)

[In addition to the conveyance from the administrators of the estate of Edward Gibbons mentioned above, James Bill and his sons recorded in the Suffolk Registry of Deeds the following conveyances; the bounds are of interest as giving clues to early owners and residents.

Harlakenden Simons of Gloucester, gentleman, and his wife Elizabeth, for £122 to James Bill, January 16, 1664/5, "all that theire ffarme house at Pulling point" and seventy aeres bounded "w<sup>th</sup> y<sup>e</sup> Lands of Cap<sup>t</sup> Edward Hutchinson Southwardly, The other side with y<sup>e</sup> Lands sometimes John Ollivers now deceased Northerly & in part East, one end butts vpon the Lands of Deane Winthrop, in part East & in part North a little Creeke goeing out of fisher Creeke so Called running betweene, also bounded with y<sup>e</sup> Land formerly William Burnells Northerly, with a Cove west, & with a Creeke running out of Said Cove west & by North," it being the farm of Wentworth Day "sometimes" of said Boston, deceased, father of the said Elizabeth. (Suff. Deeds, L. 4, f. 261.) Presumably this farm contained the allotments of William Brenton and William Stitson, less land sold to James Bill before 1645, and, possibly, to Edward Hutchinson. September 22, 1640, Mr. Wentworth Day, a single man, was admitted to the Boston church. September 26, 1641, his daughter Elizabeth, eight days old, was baptized, and August 13, 1643, a son Wentworth, aged about six days. His wife Elizabeth was the daughter of the widow Story who married (2) Rev. John Cotton, and (3) Richard Mather. According to Savage, Day was a surgeon, saved a Cambridge patient from the charge of witchcraft in 1652, and was living in London in 1661. Harlakenden Symonds was a son of Samuel Symonds, Deputy-Governor 1673-78.

June 2, 1666, Edward Jackson of Cambridge, and his wife Elizabeth (widow and executrix of the estate of John Oliver of Boston, gentleman, deceased), for £330, conveyed to James Bill "All that their Messuage, Tenement or ffarme Situate and Being at pulling point aforesaid, late in the occupation of the aforementioned John Oliuer, or his assignes, now in the tenure & occupation of the s<sup>d</sup> James Bill. And all Edifices, Buildings, Barn<sup>s</sup> houses . . . which s<sup>d</sup> ffarm & its Vpland & meadow is Bounded with the Land of W<sup>m</sup> Burnell Deceased Easterly & with the Marsh of Edward Huchinson North & By East, & with the Land of the s<sup>d</sup> James

Bill, formerly the Land of Wentworth Day West, & South, & with the Creek Coming out of the Cove northerly." (Suff. Deeds, L. 5, ff. 43, 44.) John Oliver died in 1646, but his estate was not settled until 1663. (Suff. Prob. Rec., L. 4, f. 140.) From the inventory of his estate taken in 1646 (Prob. Files, 60) it would appear that he resided sometimes at Pullen Point. For his service as a preacher there, see *infra*, chap. xxvi.

A TRUE INVENTORY OF SUCH GOOD & CHATTELS AS JOHN OLIVER LEFT  
AND WAS PRIZED THIS 23th OF 2 MO: 1646 BY JAMES PENN AND  
NATHANELL WILLIAMS.

Imprimis six Cowes & 5 <sup>1</sup> p cow . . . . .	030-00-00
It tow Oxen: 14 <sup>1</sup> : & tow 12 <sup>1</sup> . . . . .	026-00-00
It one stocke of bees . . . . .	001-10-00
It tow ketles 2 skilletts or possnets . . . . .	001-09-00
It tow Iron Pottes & a small kettill . . . . .	000-18-00
It a Spitt tonnged fire Pann 2 tramells . . . . .	000-10-00
It in Pewter seven platters 2 basons . . . . .	001-08-00
It six Porengers 4 <sup>s</sup> a salt 3 <sup>s</sup> a flagon & a pott 5 <sup>s</sup> a candle- stickes & a halfe Pint Pott & a small cup 4 <sup>s</sup> tow tinn Panna 2 <sup>s</sup> tow small dishes 2 <sup>s</sup> . . . . .	001-00-00
It a siluer boule or cup & a siluer spoune . . . . .	03-00-00
It a warmeing Pan 6 <sup>s</sup> : 8 <sup>4</sup> a brass mortar & Pestle 2 <sup>s</sup> : 8 <sup>4</sup> . . . . .	00-09-04
It: A feather Bed & boulster . . . . .	03-00-00
It A Rudge and a paire of blankets . . . . .	02-00-00
It 3 Pillowes 15 <sup>s</sup> & a still 16 <sup>s</sup> . . . . .	01-11-00
It 3 paire of sheetes . . . . .	02-05-00
It a paire of Pillow beares . . . . .	00-16-00
It a dosen of nap kins & a board cloath . . . . .	01-04-00
It in the seruants Beding . . . . .	02-00-00
It in a forme A table 3 stooles & a cheare a bedsted table & chest . . . . .	01-04-00
It in 3 Cushings & tow wheeles . . . . .	00-12-00
It the farme containeing eighty Acers: 30 marsh 16 tillage with a dwelling house & Oarchard . . . . .	100-00-00
It the barne built since . . . . .	020-00-00
It for a carte & chaines & plows & other tackling . . . . .	04-00-00
It by a cuber[blot] . . . . .	00-04-00
It a paire of land Irons . . . . .	00-06-00

Sum in total: is: 205: 6: 4.

James: Penn:  
Nathanell Williams

The inventory appears to be in the handwriting of Williams with the autograph signature of Penn, who owned the farm across the creek in what is now Beachmont.

February 28, 1671/2, James Bill to his four sons, James, Jona-

than, Joseph, and Joshua Bill, "cheefely in respect of my deare Affection & Loue," and also in consideration of £300 to be paid himself if he demanded it, and £100 to be paid his wife after his decease, "his farme & farme houses," bounded with "the Land of Cap<sup>t</sup>. Edward Hutchirson toward's the South in part & a great Coue towards the South & East & a creeke called ffisher's creeke towards the East running Northward, & a Little creeke running out of that s<sup>d</sup>. ffisher's creeke still Northward & by Land of M<sup>r</sup>. Dane Wintrop still Northward & by the Lands of Sam<sup>n</sup>. Burnells towards the North & East. & by the medow of s<sup>d</sup>. Cap<sup>t</sup>. Hutcherson towards North & East. & the westerly part thereof bounded by a great Coue & a great Salt Creeke running Northward, Eastward & Westward Excepting onely a small parcell of Land of about fourteene rod's over. Viz. fourteene Acres belonging to the s<sup>d</sup>. pcell of Cap<sup>t</sup>. Hutcherson w<sup>ch</sup>. runeth betweene the s<sup>d</sup>. Lands abouesaide, & alsoe a pcell of land at hodge Iland denominated to bee ten acres . . ." and his stock, household stuff, and farming implements, — the conveyance to take effect on the death of James Bill Sr., or the payment of the abovementioned £300. (Suff. Deeds, L. 6, f. 309.) This description shows that Edward Hutchinson had purchased the allotment of Edward Baytes, owned by Captain John Leverett when Bill purchased the Gibbons farm, and that of Ralph Hudson, inherited by the children of Captain Leverett. The deed from Hutchinson confirms this impression. (See *infra*, p. 201.)

Samuel Burnell of Boston, with his wife Ann, December 31, 1674, for £180, conveyed to James Bill, their farm of thirty-six acres, bounded by Deane Winthrop east and northeast, and on all other sides by James Bill. (L. 9, f. 146.) By his last will and testament James Bill gave this to his sons James, Jonathan, and Joseph Bill. This farm was given to Samuel Burnell by the will of his father, "William Burnell of pulling point." This will was dated April 16, 1660, presented for probate July 12, and confirmed by the County Court August 3. Of the two witnesses, Thomas Laughton and Deane Winthrop, the latter only took the witness' oath. William Burnell appointed his wife Sarah executrix, and "my Loving freind James Bell [Bill] of pulling point & John Dowlittle of Rumncy Marsh" overseers. He gave to his "sonne John Burnell my house & ground Lying in Boston to possesse it when he is at age of one & twentie yeares provided he is not Corrupted with that opinion Co<sup>m</sup>only Called y<sup>e</sup> Quakers, but in case he should be Ledd aside by y<sup>t</sup> opinion of Quakers & remaine so then my minde is y<sup>t</sup> he shall have but fife pounds & thus to be payd



unto him five pounds when he is at y<sup>e</sup> age of one & twentie yeares, & so five pounds a yeare untill y<sup>e</sup> some of fiftie pound be payd him." £40 was to be paid his daughter Sarah when twenty-five years of age; this was secured on the farm at Pullen Point given to his son Samuel. The "house and land at pullin point" was valued at £100 by Mr. Winthrop and John Grover; the Cattle and other goods at Pullen Point at £27 by James Bill and John Southricke; the house and land in Boston at £30. (Suff. Prob. Rec., L. 1, f. 341; L. 4, f. 20. See also N. E. Hist. and Gen. Reg., x. 270; ix. 230.)

The Executors of the estate of Captain Edward Hutchinson conveyed to James, Jonathan, and Joseph Bill, May 14, 1690, three parcels of land "together with the Dwelling house, outhouses & all other buildings on y<sup>e</sup> Same." The (1) was bounded S. and W. by the salt water; N. by Jonathan Bill, and E. by James Bill; the (2) "butted at y<sup>e</sup> Western end upon y<sup>e</sup> line of y<sup>e</sup> former tract & runneth through y<sup>e</sup> land of Jonathan Bill & Joseph Bill adjoyning on the South Side to y<sup>e</sup> land of Robert Reynolds & so running downe to y<sup>e</sup> Creeke upon which it butteth at y<sup>e</sup> Eastw<sup>d</sup> end"; the (3) was meadow land bounded E. and N. by land and meadow of Deane Winthrop; S. and W. by land and meadow of Joseph Bill. (Suff. Deeds, L. 16, f. 247.) According to the will of Captain Edward Hutchinson he rented his farm at Pullen Point to James Bill, Sr., and Jr., for £30 a year, and another piece of land there to Barnard Engles for 30s. a year. He also mentions in the will the "rent of my Island that lyeth before my farm" (Snake Island), and of 45 sheep James Bill "hath of mine." According to the inventory of his estate, the "farme & land at pullin-point" was valued at £400; the "little Jland about 6 Acres" at £30, and 45 "sheepe at pulinpoint" at £11 5s. (Suff. Prob. Rec., L. 5, f. 287; L. 6, f. 95.) Presumably the house on this farm, conveyed by the deed of May 14, 1690, above cited, was the S. W. house on the plan of William Johnson, October 21, 1690, — the one on land assigned to Joseph Bill. The Hutchinson farm included, apparently, the Elias Maverick, Valentine Hill, Ralph Hudson, and Edward Bayts allotments, and the marsh of at least John Sanford, possibly of Thomas Fayreweather and John Winthrop.

The land of Robert Reynolds mentioned in bounding Hutchinson's farm has the following history. April 10, 1645, James Bill conveyed to Bernard Engle for £10 "all my Land at Pulling Point w<sup>ch</sup> I purchased of M<sup>r</sup> Wentworth Daye, there inhabiting with all the Housing upon it . . . except the Corne ground, (al-

ready sowne in the feild there adjoining) for this crop next ensuing. the s<sup>d</sup> Land being in quantity Six acres, be it more or lesse, bounded towards the North & South w<sup>th</sup> the Land of the s<sup>d</sup> M<sup>r</sup> Wentworth Daye, with the Land of Serj Major Gibbons toward the West, with the Land of John Euererd of Boston toward the East." Confirmed by deed from James and Mary Bill, dated February, 1664/5; signed July 6, 1666; delivered to Captain Hutchinson for Engle August 26, 1667. In 1665 the land was bounded S. by Captain Edward Hutchinson; E., W. and N. by said James Bill. (Suff. Deeds, L. 5, ff. 45, 46.) May 1, 1682, Bernard Engles of Pullen Point conveyed it, bounded as last described, to Robert Reynolds. (L. 12, f. 250.) By will dated May 29, 1705, and probated December 20, 1708, Robert Renalls of Pulling Point, yeoman, gave his "house & Land lying & being upon Pulling Point" etc. to his wife Elizabeth for life; at her death to be equally divided among his "Children Surviving," vizt. Elizabeth, Anne, Mary, Sarah, John and Abigail Renalls. The witnesses were Obadiah Parry, John Parry (?) and John Gyles *Scr.* Robert Renalls made his mark. The widow was appointed sole executrix by the Court. Apparently he had a son Robert, who died a fortnight before this will was drawn, as May 13, 1705, administration on the estate of Robert Reynolds of Boston, brazier, a bachelor, had been granted to his father Robert Reynolds. (Suff. Prob. Rec., L. 16, ff. 11, 510.) February 1, 1708/9, Elizabeth Rennalls of Pulling Point, widow, conveyed the six acres for £23 to Joshua Bill of Pulling Point. It was bounded "upon a Square line Northerly, by the land of Joseph Bills and by a Copse of M<sup>r</sup> Deane Winthrop's deceased"; E., S. and W. by Joseph Bill, "being the land of Robert Renalls's late of Pulling Point deced intestate" (*sic*). (Suff. Deeds, L. 24, f. 126.) Joshua Bill was the son of Jonathan, and grandson of James, Bill. March 12, 1708/9, Joshua Bill, with his wife Sarah, conveyed the same for £27 to his uncle Joseph Bill. (*Ibid.*, L. 24, f. 193.) At the April term of the Suff. Co. Court of Common Pleas in 1724, Thomas Smith of Boston, sawyer, in the right of his wife Ann, daughter of Joseph Bill of Pullen Point deceased, brought suit against Joseph and Jeremiah Bill of Pullen Point to recover one seventh of one fourth of the above 6 acres. Joseph Bill, father of the said Ann, by will dated January 31, 1717/8 had, the complainants stated, given the 6 acres to his four sons Joseph, John, Josiah, and Jeremiah. Josiah died on or about January 3, 1721/2 without issue, and his one fourth should "be divided among the rest of [Joseph Bill's] Surviving Children equally," that is one seventh

of one fourth each to Joseph, John, Jeremiah and Hezekiah Bill, Hester Gooding [Goodwin], Sarah Ingham and the said Anne Smith. The verdict was for the plaintiffs. (MSS. Record of the Inferior Court of Common Pleas for Suff. Co., 1724-1725, p. 74. See also Ledyard Bill, Hist. of the Bill Family.) The above descriptions show that this was the small lot on Fishers' Creeke, with a house thereon, which was cut out from the land of Joseph Bill on the plan by William Johnson, October 21, 1690.]

## APPENDIX 11

[RICHARD TUTTLE died May 8, 1640. September 8, 1648, "Edward Holiock and Anne his wife" alienated the windmill, the site for which had been given "to M<sup>r</sup> Richard Tuttle now deceased by the select men of Boston." The signatures were Edward Holyoke and "the marke of Anne Tuttell."<sup>1</sup> Edward Holyoke came from Tamworth, Staffordshire, near the edge of Warwickshire, and was at Lynn as early as 1637. March 14, 1638/9 he was admitted a freeman as M<sup>r</sup> Edward Holliock. He was a man of influence, the agent of Lord Brooke in 1639, often a deputy to the General Court, from 1639 to 1648, an assistant judge at Salem Court 1639-1641, etc.<sup>2</sup> Elizur Holyoke, who married William Pyncheon's daughter and settled in Springfield, was his son. Edward Holyoke lived for a time in his wife's house in Boston, and the farm was known as "Mr. Holiocks Farme"; but on December 25, 1658, when he drew up an imperfect will, John Tuttle had occupied the house in Boston for two years and owed therefor £8.<sup>3</sup> September 12, 1656, "Michael Martine & Susanna Holliocke daughter of Edward Holliocke of Rumney Marsh" were married. The "Inventory of the estate of M<sup>r</sup> Edward Hollyoke, of Lynne, who dyed at Rumney Marsh, the 4th May 1660" was appraised by John Tuttle and John Dowlettell. He owned a farm at Lynn, and one at Reading; his stock was partly in Lynn and partly at Rumney Marsh. He mentioned in his will "my Cosan DAVIS," — possibly Samuel Davis of Rumney Marsh, — and gave to John Dolittle 10s.<sup>4</sup>

Presumably John Tuttle lived on the farm before he received the Boston house, as he was constable for the Rumney Marsh district in 1652. September 21, 1651, his son Edward was baptized by the pastor of the First Church in the right of his wife, a member of Lynn church. The birth of his daughter Mary, April 28,

<sup>1</sup> Suff. Deeds, L. 1, f. 142.

<sup>2</sup> Mass. Col. Rec., i. 254, 256, 261, 270, 328, etc.

<sup>3</sup> Town Records, April 12 and 29, 1650; Book of Possessions, 124, 125; N. E. Gen. Reg., ix. 345.

<sup>4</sup> *Ibid.*

1653, Rebecca, June 17, 1660, and Jonathan, August 25, 1664, were recorded at Boston.

"Jn<sup>e</sup>. Tuttle Sen<sup>r</sup>. of Rumney Marsh and Boston in New Eng<sup>d</sup>," in a will dated at "my Dwelling house at Rumney Marsh this Eighth Day of Decemb<sup>r</sup>," after a folio devoted to an expression of his faith in God, and advice to his children, bequeathed his whole estate, both real and personal, to his wife Mary for life, and appointed her executrix. After her death, the farm at Rumney Marsh was to be divided among his four sons, — John, Edward, Elisha, and Jonathan, — "as Equally as may be in four Parts Only there shall be Allowance of those my Sons that have houses and Barnes built already that they that want may build also what is needfull for their Use and benefitt." He also bequeathed to them a house and lot in Boston. Legacies were given to his three daughters, Mary, Sarah, and Rebecca. James Bill, Sen., of Pulling Point and "I<sup>s</sup>. W<sup>m</sup>. Harsey, now of Reding," were appointed overseers. The witnesses were Samuel Stocker, Oliver Purchase, and "W<sup>m</sup> Hassy." The will was dated, at the close, November 8, 1686, and probated March 31, 1687.<sup>a</sup>

The division of the farm of John Tuttle, deceased, containing about 600 acres, by William Johnson of Woburn, was dated March 20, 1689; acknowledged April 2, 1690; recorded August 10, 1715. In the division of the upland Edward Tuttle received the northwestern corner, next the farm of Captain John Floyd; Elisha Tuttle the southwestern portion, with the line of the farm on the west and south, Edward Tuttle on the north, and Jonathan Tuttle on the east; John Tuttle the southeastern portion of the farm next the sea with Lieutenant Harsey's farm on the south, Jonathan Tuttle on the west, and the marsh of Jonathan and Elisha Tuttle on the north; Jonathan Tuttle received land south of the swamp, with John Tuttle on the east, Elisha Tuttle on the west, and Lieutenant Harsey's farm on the south. The swamp or marsh, later the "dammed marsh," which extended from the sea north of John Tuttle's upland far into the farm almost to School Street, was divided among the sons, as was also saltmarsh lying southeast of John's upland.<sup>b</sup>

#### *The Farm of Edward Tuttle*

The children of Edward and Abigail Tuttle, as recorded at Boston, were: Abigail, born Feb. 14, 1677/8 (possibly married to

<sup>a</sup> Suff. Prob. Rec., L. 11, ff. 61-64. Edward Tuttle served as constable for Rumney Marsh in 1677, and John Tuttle, Jr., in 1684.

<sup>b</sup> Suff. Deeds, L. 29, f. 273.

Jonathan Barret by Rev. Thomas Cheever, Dec. 8, 1698); Edward, Jan. 2, 1679/80; Mary, Aug. 31, 1681; John, Nov. 24, 1683; Joshua, July 20, 1687; Sarah, Jan. 5, 1688/9; Nathaniel, Nov. 20, 1690 (*sic*); Phebee, Aug. 12, 1690 (*sic*) (possibly the Phebee Tuttle whose intention of marriage to Josias Bucknam was filed Aug. 27, 1713); John, March 11, 1693 [1694?]; Eunice, Jan. 30, 1695/6 (possibly married to Thomas Campbel by Dr. Mather in 1721); Damarus, Nov. 20, 1697 (died Oct. 21, 1723, aged 25).<sup>7</sup>

Edward Tuttle, Sr., was one of the original signers of the church covenant at Rumney Marsh, but became dissatisfied and returned to the Lynn church, where he had previously worshipped. His wife Abigail died January 23, 1723/4, aged 67 years 11 mos.; Edward Tuttle died January 30, 1730, in the 79th year of his age.<sup>8</sup>

He divided his farm among his sons, Edward, Nathaniel, and Daniel, and the widow of his son John, by deeds of gift, dated July 6, 1719, and acknowledged at Lynn, March 27, 1721. In every case sale of the premises was forbidden during the lifetime of the grantor or of his wife Abigail. Reference is also made to legacies to be paid to the grantor's daughters.

Nathaniel received 26½ acres of upland at the northwest corner of the farm. From the north corner<sup>9</sup> the line ran 23½ poles by "Mr. Floods farm" (later the Samuel Floyd farm); thence south to a stake, etc., where the old plum tree stood; west about 14½ poles to stones on the west side of a stone wall; south and southwest 24 poles to stones on the same side of said wall "the three last lines are bounded on land I gave my son Edward"; then west "by the Land that I gave to the Children of my son John deced" 9½ poles to stones on the hillside above John's house; then southwest 14 poles to stakes, etc.; then northwest by a fence next to "my brother" Elisha's land 33 poles; east by the fence between land of Paul Dudley, Esq. (the little Keayne farm) and the said premises; and so along by the fence to the first bounds with the land of "John Flaud" (Floyd) on the northwest. Also about 4 acres 70 poles of saltmarsh "next Mr. John Flauds house," bounded northeast by "Mr. Flauds ditch"; south-east by "my brothers marsh"; south by Edward's marsh; west by Daniel's upland. Also 7 acres of swamp at the south side of my swamp, bounded south with "Bro. Jonathan's upland"; east by "bro. John Tuttle's swamp" about 32 poles; etc. Rights of

<sup>7</sup> Gravestone.

<sup>8</sup> *Ibid.*

<sup>9</sup> This was the northwest corner of the estate of B. H. Dewing west of Broadway. Hopkins' Atlas, 1874.

way were reserved for his sons Edward and Daniel across the upland.<sup>10</sup>

Nathaniel Tuttle and his wife Sarah<sup>11</sup> conveyed the upland to Joseph Ingraham, Jr., of Boston April 28, 1737, for £1100, bills of credit.<sup>12</sup> April 19, 1742, Joseph Ingraham, Jr., of Boston, and his wife Hannah, conveyed the same for £300. to Samuel Tuttle of Malden.<sup>13</sup> May 11, 1736, Samuel Tuttle and Anna Sargeant were married by Rev. Thomas Cheever. The birth of a daughter Elizabeth was recorded at Boston, March 5, 1736. There were recorded at Chelsea: Samuel, born 1739 - 29th day - 3d month; Edward, 1741 - 19 - 6 (June 19, 1741 - Malden Records); Elizabeth, 1743 - 8 - 3 (died in April, 1760, aged 17); Anna, 1744 - 27 - 11; Joanna, 1746 - 28 - 10[?]. Anna, the wife, died in July, 1772, aged 54, a suicide. The land was mortgaged by Samuel Tuttle to John Tudor, January 2, 1752.<sup>14</sup> March 8, 1756, John Tudor of Boston, baker, conveyed the land to Samuel Watts Esqr., Nathan Cheever gentleman, and Benjamin Brintnall, yeoman, of Chelsea for the use of the Town of Chelsea.<sup>15</sup> In the town records, September 12, 1755, the farm is spoken of as "y<sup>e</sup> Estate of M<sup>r</sup>. J<sup>n</sup><sup>o</sup>. Tudor now in the Occupation of Sam<sup>l</sup> Tuttle." The town paid £66 13s 4d in cash, and authorized its committee to mortgage the land for the remaining sum, £186 13s. 4d. payable in two years. At the end of the two years William Vassall of Boston foreclosed the mortgage, and obtained judgment in the Superior Court for £209 8s. 3d lawful money, and £3 14s. 4d. cost of suit, against Samuel Watts Esqr., Nathan Cheever, and Benjamin Brintnall.<sup>16</sup> Samuel Watts assumed the mortgage. April 19, 1757, the selectmen had been empowered by the town to sell the lands in the occupation of Samuel Tuttle, and the town's saltmarsh (formerly of the Hasey farm) one or both, to meet "their Obligation to M<sup>r</sup> William Vassall for the Lands in the Occupation of M<sup>r</sup> Samuel Tuttle." The land was not sold. It was purchased for a parsonage, but Rev. Phillips Payson preferred to own it. The town agreed by vote of August 22, 1757. He received

<sup>10</sup> Suff. Deeds, L. 54, f. 127.

<sup>11</sup> Nathaniel Tuttle was married to Sarah Tuttle of Littleton by Rev. Thomas Cheever. Boston Rec. Com. Rep., xxviii. 90. He had a son Nathaniel born December 24, 1721.

<sup>12</sup> Suff. Deeds, L. 54, f. 127.

<sup>13</sup> *Ibid.*, L. 70, f. 18. In December, 1744, Anne, daughter of Samuel Tuttle, a member of the Second Church in Malden, was baptized at Rumney Marsh; November 9, 1746, Joanna.

<sup>14</sup> Suff. Deeds, L. 81, f. 222.

<sup>15</sup> *Ibid.*, L. 91, f. 87.

<sup>16</sup> Partitions and Executions, 1736-1758, 254.

£150 on his settlement in the ministry in Chelsea, and was to pay £13 6s. 8d. yearly until he had paid £103 6s. 8d. October 28, 1765, he received a receipt in full therefor. The land was conveyed to him by deed dated March 11, 1758, but some question arising as to the sufficiency of the title, a new conveyance was executed February 7, 1771, by Jonathan Green and Thomas Pratt, Gentlemen, and Samuel Sprague, husbandman, "in the capacity of a committee legally chosen and empowered by the Town of Chelsea," by vote of December 13, 1770.<sup>17</sup> Twenty-six and one half acres were conveyed. Rights of way were excepted to the "back marshes" by "the open passing way as it is now fenced out"; also to the town road from the lands of the assignees of Daniel and Edward Tuttle. September 1, 1761, the town voted to give Samuel Tuttle his house rent for three months if he left at the end of that time.

When the direct tax of 1798 was assessed Payson's homestead contained thirty-three acres; he had increased his lands by purchasing some five and one half acres of the heirs of Mary Tuttle and three fourths of an acre from the widow of John Tuttle.<sup>18</sup> His house covered ten hundred and fifty feet, was of two stories, and had twenty-three windows. Payson also owned fifty acres of woodland in the "Pan handle," nine acres of saltmarsh near "Oake Island," and four and one half acres in the dammed marsh. His lands were valued at \$1288, and his house with one acre of land at \$600; but as "a Settled Minister of the Gospel" he was not taxed. The Salem Turnpike measured from Sewall's boundary across the upland of the heirs of Rev. Phillips Payson and "the Town Road ninety-six poles, to a bound on the Southeast end of Payson's Hill, so called"; thence 16 poles 8 links "over said Heirs Land" to land of James Stowers. The sum of \$900.75 was awarded by a jury for the land taken. Samuel Payson of Charlestown and Ann and Elizabeth Payson of Chelsea protested against this award. They insisted that the Turnpike had taken nearly four acres and that sufficient damages had not been awarded to pay for enclosing the remaining land with a fence. A second jury awarded \$900; costs \$33.13. (Records of Court of General Sessions of the Peace, May 9, July 26, August 10, 1803.)

October 1, 1802, Samuel Payson of Charlestown and his wife Ann, Ann and Elizabeth Payson of Chelsea (single) conveyed to Rev. Joseph Tuckerman of Chelsea four acres bounded southwest by Captain James Stowers 37 rods; north by Moses Collins 29 rods (the Dudley farm); northeast by land of the grantees 21 rods; southeast by the contemplated turnpike road as laid out

<sup>17</sup> Suff. Deeds, L. 93, f. 168; L. 118, ff. 219, 220.

<sup>18</sup> *Infra*, pp. 211, 213.



23½ rods. (Suff. Deeds, L. 204, f. 56.) From Joseph Tuckerman this passed to John Wright. (L. 324, f. 201.)

October 20, 1803, Elizabeth Payson quitclaimed 25 acres to her brother, Samuel. (L. 219, f. 33.) January 14, 1806, Samuel Payson of Chelsea conveyed to the town of Chelsea for \$5 a parcel of land bounded south on Abner Gay; thence by the Turnpike 41 feet; thence by said Payson to the old town road; and by the latter road to Gay's land. (L. 219, f. 85.) The town utilized it for a pound. December 6, 1816, Samuel Payson of Charlestown conveyed to Abner Gay of Chelsea, blacksmith, half an acre bounded southwest on the town pound; northwest on Salem Turnpike; northeast and east on the town road (now School Street). (L. 258, f. 112.) September 24, 1838, Samuel Payson of Charlestown conveyed to Benjamin Shurtleff, physician (1) 19 acres bounded northeast on David Floyd; east and northeast on the heirs of Samuel Sewall; east, southeast, and south on Deacon James Floyd to the town road; southwest on said road; northwest on Jonathan Fuller and Peter C. Hall to the first bound. This land lay on both sides of the Salem turnpike. (2) 3 acres bounded southwest on John Wright; northwest on Wright and Jonathan Fuller to the town road; northeast on said road to Salem Turnpike; east on said turnpike, etc. The conveyance reserves to the Town of Chelsea and proprietors of the back marshes the open way as it is fenced to the land of David Floyd; also to Deacon James Floyd and estates to the east of Salem Turnpike the free use of the lane from said turnpike to said Floyd's land as a road. (L. 444, f. 268.) The former right of way was west of the Salem Turnpike and led to the marshes bordering on the Pines River, more especially to the marshland formerly belonging to the little Keayne or Dudley farm, later owned by Moses Collins and James Stowers. Deacon James Floyd owned the farm of Edward Tuttle, second of the name. (See *infra*, p. 213.) Payson also conveyed to Shurtleff 20¼ acres of what had formerly been the Dudley farm; 12 acres of salt marsh near Oak Island, and a parcel in the dammed marsh.

July 1, 1839, Benj. Shurtleff and his wife Sally conveyed the second parcel, — 3¼ acres 13 rods, — to John Wright of Chelsea. (L. 446, f. 71.) This with the land purchased of Joseph Tuckerman as noted above, 14 acres in all, with buildings thereon, was subject of further conveyances recorded in Suff. Deeds, L. 446, f. 72; L. 535, f. 258; L. 578, f. 82; L. 1107, f. 170; a plan of the land may be seen at the end of L. 1215. When Hopkins' Atlas was published the land belonged to Tapley and Hall.

October 23, 1841, Benj. Shurtleff conveyed to Benj. H. Dewing of Boston, bricklayer, for \$3,000 ten acres with buildings thereon. The land was bounded northeast on David Floyd; southeast on Salem Turnpike; southwest on the old town road [to Malden]; northwest on Jonathan Fuller and the heirs of the late Nathaniel Hall. (L. 475, f. 210.) March 13, 1845, same to same, 9¾ acres 20 rods, bounded northeast by the heirs of Samuel Sewall; east, south, east, and southeast; south and southeast by Deacon James Floyd to the old town road; southwest on said road [Malden Street] to Salem Turnpike; northwest on said turnpike to the first bounds. (L. 510, f. 255.) Thus the estate of Benj. H. Dewing as outlined on Hopkins' Atlas of Suff. Co., Vol. IV., Plate P, represents the northwest corner of the farm of John Tuttle, who died in 1687. The line of division between the ancient Cogan and Tuttle farms followed the northern and western bounds of the Dewing estate.

July 6, 1719, Edward Tuttle, Sr., and his wife Abigail conveyed by deed of gift to Ruhamah Tuttle, widow of his son John, for life, and then to John and Abigail, the children of his said son John, 6 acres of upland and 3 acres 89 poles of swamp adjoining to the upland, — both at the south part of his farm. Beginning at a stake, etc. "by my brother Elisha's fence (southwest from John Tuttle deceased his house)," the line ran N.E. 14 poles to stones on a hill above John's house aforesd; then on the backside of sd house S.E. to a rock at the S. end of it by the swamp about 66 poles from the east bound on the hill; then E. about 4 poles 11 ft. to stones at the corner of the upland; then near S. "across the swamp to Brothers upland"; then W. by the upland 28 poles 5½ ft. to "Brother Elisha's fence"; then N. by sd "Elisha's line to his corner"; then N.W. by my sd Brothers line about 67¾ poles to the first bounds; with the house on the same that my son John built there. (Suff. Deeds, L. 35, f. 231.) John Tuttle was married to Ruhama Marble by Nicholas Paige J. P. January 22, 1711/2, and their son John was born February 27, 1712/3. June 23, 1723, Ruhamah Tuttle, widow of John Tuttle, joined the church at Rumney Marsh. September 23, 1742, her son John married Mehitobel Kent, presumably daughter of Joseph and Rebecca (Chittenden) Kent of Charlestown, born August 26, 1711, and sister of Stephen Kent, tenant on the Cary farm, and of Benjamin Kent, who married a daughter of the Hon. Samuel Watts of the Ferry farm. (Wyman.) Their children as recorded at Chelsea were: John, born 1743-21st day-4th month; Rebecca, 1745-25-10; Joseph, 1748-10-6; Elijah, 1750-10-9.

In 1758, a parcel of 8 acres 89 poles was mortgaged by John Tuttle to Samuel Pratt (released 1759). It was bounded W. on the town road; S. and S.E. on Jonathan Hawkes (formerly Elisha Tuttle); E. on Nath. Cheever and N. on Edward Tuttle. (L. 91, f. 188.) May 9, 1759, John Tuttle, husbandman, conveyed to Samuel Pratt, "Gentleman," 4 acres already mortgaged to Samuel Pratt, described as above. (L. 93, f. 44.) Three-fourths of an acre was sold by the widow Mehitable Tuttle, and Zachariah Symmes of Medford and his wife Rebecca, (the widow and daughter of John Tuttle) to Phillips Payson, April 29, 1784. It was bounded N. and W. by said Payson; S. by Capt. James Stowers, and E. by the Town Road. (L. 142, f. 272.) December 28, 1796, Zachariah Symmes of Woburn and his wife Rebecca conveyed to Jonathan Fuller of Chelsea, for £23 2s. 6d., two and one-half acres "contained in a parcel of Land of four Acres and five-eighth parts of an acre and undivided from the same," the whole bounding west on the town road; north on James Floyd, Jr. (who had purchased the Edward Tuttle farm); east on Samuel Pratt; and south on Capt. James Stowers. (Suff. Deeds, L. 186, f. 2.) Symmes was the host of the well known "Black Horse Tavern" at Woburn. (Symmes Memorial (1873), 52.) Title to the other half of this piece of land had been conveyed to Jonathan Fuller for £23 2s. 6d. April 3, 1794, by the children and heirs of Edward Burbeck of Newburyport, James Burbeck, and Benjamin Coates and his wife Nabby in her right. (L. 178, f. 98.)

Edward Tuttle, Sr., of Rumney Marsh and his wife Abigail conveyed to Edward Tuttle, his son, a "Part of my Farm in Rumney Marsh," 36½ acres of upland and swamp. The first boundary mark was "a Stake and heap of Stones on the side Hill where the old Plumtrees were Southwest from the House." Thence the line ran W. 14½ poles, bounded N. "with the Land that I gave to my son Nath<sup>l</sup>."; S.W. 24 poles, bounded N.W. with sd Nathaniel's land; S.E. to "a Rock by the Swamp," bounded S.W. with "the Land that I have given to my son John's Widow and Children"; E. near 5 poles "to a heap of Stones that is at the Corner of the Upland"; N. 1 pole; E. "through my Swamp to Brother Johns Line, Bounded Southerly by Nath<sup>l</sup>. Swamp, leaving about Thirty-two Poles of Brothers Line for the Breadth of Nath<sup>l</sup> swamp"; N. 15½ poles "on said Line to that Swamp that I gave to my Son Daniel"; N.W. 44 poles to a "Stake in the swamp . . . set six Pole and Three Quarters South of a heap of Stones that was made for a Line between Upland and Swamp"; N. to a heap of stones in the low land 14¾ poles from "Mr. Flauds Fence"; N.W. 53 poles to a stake etc. which is also 14¾

poles from sd Flauds fence; S. 59 poles to the first bound. Also 4 acres 70 poles of "salt marsh at the East End of my Farm" between the marsh of Nathaniel and Daniel. On the "Upland is my House that I Dwell in, my Barn Outhousing and Orchard and Garden and Well," all of which are included in this conveyance except "the West End of my Dwelling House and the Use of the Cellar belonging thereunto the Garden as it is now Fenced, and the Privilege of Using of the ovens and Well," and the "Wood on the foresaid Upland," in which the grantor retained a life interest for himself and his wife. (L. 54, f. 142.)

Edward Tuttle married Joanna, daughter of Hugh Floyd. Their children as recorded at Boston were: Edward, July 21, 1707 (died April 20, 1727 [*sic*], aged 20 years 9 mos. Gravestone); Joanna, Aug. 22, 1709; William, April 10, 1711; Joseph, March 12, 1711/2; Sarah, April 7, 1713; Samuel, Feb. 10, 1714/15; Joseph, Jan. 10, 1716/17 (died May 10, 1718); Mary, June 23, 1718 (died Dec. 24, 1718); Benjamin, March 31, 1721; Elijah, Oct. 4, 1722 (died Aug. 18, 1736, aged 13 years 10 mos.); Damaris, May 27, 1724; Ebenezer, Jan. 27, 1726/7 (died Nov. 23, 1729. Gravestone.); Eunice, Apr. 30, 1728 (died Sept. 18, 1728). Mrs. Joanna Tuttle died Oct. 19, 1728, aged 42. (Gravestone.) After the death of her father, Hugh Floyd, William, Samuel, and Sarah Tuttle, Nov. 29, 1731, nominated their father Edward Tuttle as their guardian to receive their legacies. The court appointed him guardian of Elijah, Damaras and Benjamin. (Suff. Prob. Rec., L. 29, ff. 298-302.) Aug. 13, 1733, Edward Tuttle married Martha Burbeck. He died in 1768, aged 88. (Church Records.)

February 14, 1744, Benjamin Tuttle married Mary, daughter of John Sale. (*Infra*, Appendix 13.) The children of Benjamin and Mary Tuttle recorded at Chelsea were: Joanna, born 1748-23d day-4th month, married John Wells, Jr., June 2, 1774; Mary, born 1750-12-6, married Budd Robinson, Feb. 19, 1771; Benjamin, 1750-16-4; Ebenezer, 1754-17-4; Joseph, 1755-28-8; Huldah Crofford, 1758-22-2, bapt. Feb. 26, 1758, married Francis James (intention recorded March 21, 1782); Turell, 1759-25-7, bapt. July 29, 1759; Edward, bapt. Jan. 31, 1762; Martha, bapt. June 10, 1764; Daniel, bapt. April 13, 1766; Samuel, bapt. Aug. 19, 1770. Benj. Tuttle died in September, 1775.

Jan. 18, 1757, Edward Tuttle, with his wife Martha, for £450 in silver, conveyed to Benjamin Tuttle, his son, his "whole Homestead of Housing and Lands situate in said Chelsea," 36 acres of tillage, pasture and mowing land, the same which his father conveyed to him July 6, 1719. Also 4 acres of meadow and 7 acres

of salt marsh. (Suff. Deeds, L. 89, f. 271.) However, on June 9, 1753, Edward and Martha Tuttle had mortgaged 30 acres to Joshua Orne of Marblehead for £236 13s. 4d. It was described as "all that Messuage and Parcel of Land in Chelsea aforesaid containing thirty acres, whereon I now dwell," bounded north by Daniel Tuttle; "westerly by Land of me the said Edward Tuttle and Samuel Tuttle [then owner of the Nathaniel Tuttle farm] with a now standing Fence," south by Ruhamah Tuttle and Nathan Cheever; east by Benjamin Tuttle and Daniel Tuttle, — "having a private way thro' it leading to the Land of the said Samnel Tuttle." (L. 82, f. 153.) Judgment for the land was issued against Mary Tuttle, widow of Benjamin Tuttle; and April 13, 1782, Azor Orne, Esq., of Marblehead sold it to Samuel Sprague. (L. 136, f. 55.) June 1, 1784, the executors of the will of Capt. Samuel Sprague conveyed for £310 to James Floyd, Jr., 30 acres with the buildings thereon. The land was then bounded W. partly on the town road (School Street) and partly on land of Mr. Payson; S. partly on the main ditch in the dammed marsh and partly on land of the heirs of John Tuttle; E. and N. on land of the heirs of Samuel Sprague, and of Mr. Henchman. (L. 143, f. 167.) When the direct tax of 1798 was assessed, James Floyd, Jr., possessed 22 acres of npland bounded S. on Jonathan Fuller, W. on the town road; N. on Samuel Sewell, and E. on James Stowers; also ten acres of meadow. April 5, 1842, James Floyd conveyed by deed of gift to his son John Floyd a farm of thirty acres with buildings thereon, stating that it was the same conveyed to him by the executors of Capt. Samuel Sprague in 1784. He retained a life interest therein. (L. 481, ff. 256, 257.) Between 1851 and 1862 John Floyd conveyed about eighteen acres to George A. Tapley. (L. 623, f. 191; L. 717, f. 77; L. 792, f. 150; L. 828, f. 55.) Jan. 14, 1869, he conveyed the remainder, eight acres north and six acres south of what was then known as Middle or Floyd Street, now Revere Street, to Benj. H. Dewing. It lay between the land of Dewing on the west and that of H. F. Cooledge (the Daniel Tuttle farm) on the east. (L. 948, f. 306; see also L. 917, f. 214; L. 671, f. 256.)

March 29, 1784, the heirs of Mary Tuttle, late of Chelsea, deceased, widow, conveyed to Rev. Phillips Payson for £45 5½ acres bounded west on said Payson; N. on Mr. Trevitt; E. on Capt. Sprague's heirs, and S. on said heirs by the road or way to the dwelling house of said Sprague's heirs. (L. 142, f. 129.) This land sold to Payson passed to Dewing by the deeds cited above. Thus the western portion of Dewing's estate as represented

on Hopkins' Atlas had formerly belonged to the farm of Nathaniel Tuttle; the eastern portion, to the farm of Edward Tuttle, second of the name.

Edward and Abigail Tuttle, July 6, 1719, conveyed to their son Daniel Tuttle by deed of gift  $26\frac{1}{2}$  acres of upland; also 4 acres 70 poles of marsh, and 8 acres of swamp adjoining thereto, — the upland being at the east end of the farm. From the northeast corner of the upland of said Edward's farm, the line ran south as the line ran between the upland and marsh, and across the marsh of Nathaniel and Edward, about 19 poles; then south (or southeast in 1755) about 54 poles to a stake by a little ditch bounded northeast by marsh of my son Edward; then southwest by said ditch 28 poles; northwest  $21\frac{1}{2}$  poles; north  $14\frac{1}{2}$  poles; west 51 poles "by Brothers swamp to where brother John's swamp line crosses the swamp"; then ran east (in 1755 south) about  $29\frac{1}{2}$  poles "to the swamp on brother John's line"; then northwest 44 poles to a stake in the swamp about  $6\frac{3}{4}$  poles south of the bounds between the upland and swamp between Edward and Daniel's upland; then north about 52 poles between Daniel and Edward's lands to stones lying in low ground about  $14\frac{3}{4}$  poles from "Mr. Flaud's line"; then west 53 poles to stones in Nathaniel's line being again  $14\frac{3}{4}$  poles from Mr. Flaud's line; then north  $14\frac{3}{4}$  poles to "Flaud's line"; then southeast on said "Flaud's line" about  $121\frac{1}{2}$  poles to the first bounds. A right of way to the marsh was reserved for Edward and Nathaniel. (L. 87, f. 231.)

Daniel Tuttle and Mary Lamson were married by Rev. Thomas Cheever, Nov. 19, 1730. Two children are recorded at Chelsea: Daniel born 1732—the 23d[?] day—6th month; Mary, 1739—3—8[?]. Daniel Tuttle, Jr., died in December, 1762, aged thirty. Daniel Tuttle, Sr., died in August, 1771, aged 77; Mary, widow of Daniel Tuttle, died in February, 1775, aged 63. (Church Records.) No son Daniel appears in the list of the children of Edward and Abigail Tuttle. Possibly he was the son born March 11, 1693 [1694?] and recorded in Boston under another name.

March 11, 1761, Daniel Tuttle of Chelsea, husbandman, with his wife Mary, conveyed to Samuel Sprague of Chelsea, yeoman, for £213 6s. 8d.  $32\frac{1}{2}$  acres with the buildings thereon. The line ran south on Jonathan Fuller and Edward Tuttle 71 rods; southeast on Edward Tuttle  $44\frac{1}{2}$  rods, north along the west boundary of Tudor and Green's land  $29\frac{3}{4}$  rods; east on said Green making a small bend 53 rods; south by said Green  $15\frac{3}{4}$  rods; east by said Green 2 rods; northeast by Samuel Floyd  $28\frac{1}{2}$  rods; north-

west by Ed. Tuttle  $58\frac{3}{4}$  rods; north by Samnel Floyd  $183\frac{3}{4}$  rods; northeast by said Floyd  $66\frac{1}{2}$  rods. (L. 95, f. 250. For earlier conveyances to David Jenkins by way of mortgage, etc., see L. 87, f. 232; L. 94, f. 148; L. 95, f. 250.) Rights of way were included through "my Brother Edward Tuttle's land" to the Town Road; also through the land of Rev. Phillips Payson. These were vested in him by his father Edward Tuttle. The west boundary shows that a strip of upland between the lands of Edward Tuttle and the Floyd farm had been cut off from this farm. This was done by deed dated Nov. 26, 1760, when Daniel and Mary Tuttle for £30 conveyed five acres to Tabitha Wilson, who, in turn, conveyed the same to Jonathan Fuller, March 5, 1761. The land bounded south on land in the tenure and occupation of Edward Tuttle; north on land in the occupation of Samuel Floyd; east on land conveyed by Daniel Tuttle to Capt. David Jenkins; west on land of Rev. Phillips Payson. (L. 95, ff. 142, 262.) December 18, 1771, Jonathan Fuller and his wife Mary conveyed the same for £42 to Lydia Henschman of Marblehead, widow. (L. 120, f. 220). Henceforth this belonged to the Henschman, later the Sewall, formerly the Samuel Floyd, farm. The addition of this strip of land fourteen and one half poles wide accounts for the irregularity in the southern line of the Sewall farm in 1852 (Suff. Deeds, L. 636, f. 303); also in the line of division between Plates Q. and R. in Hopkins' Atlas.

Samnel Sprague by will gave the use of the house on this farm to his wife Rachel for life. In April, 1791, title to the land was conveyed by the executors of the will of Capt. Samuel Sprague, through John Tukesbury, Jr., to James Stowers,—the consideration was £240. (L. 173, ff. 77, 78.) In 1798 the house, described as "Verry old," of two stories, with 12 windows, and covering 600 feet, was valued at \$132, was owned by James Stowers (son-in-law of Samuel Sprague), and was occupied by James Stowers, Jr. The house lot and the upland of the farm were 19 acres, and were bounded north on Samuel Sewall (formerly the Samuel Floyd farm), east on Samuel Sewall and Phillips Payson; south on Vinton (the John Tuttle farm) and west on James Floyd (the Edward Tuttle farm). There adjoined it two lots of salt marsh containing eight and four acres respectively. In 1849 this farm, thirty-two acres of upland and marsh with a dwelling-house and other buildings thereon, was conveyed by Christopher C. Stowers to Henry F. Cooledge, in whose name it appears on Hopkins' Atlas. (L. 599, f. 140; see also L. 582, f. 194, etc.)

*The Elisha Tuttle Farm*

In 1689 Elisha Tuttle received the southwestern corner of his father's farm, with Edward Tuttle on the north and Jonathan Tuttle on the east. March 26, 1690, for £57 he conveyed to Isaac Lewis  $7\frac{1}{2}$  acres of upland bounded west on the Newgate farm; south on land of Lewis, — part of the original Cole farm; north and east on Elisha Tuttle. The land measured 20 poles at its west end on the Newgate farm and ran 120 poles to a point at the east end. He also conveyed 4 acres in the "Great Swamp," later called the dammed marsh, bounded north by the brook from the Cow bridge down to marsh of John Tuttle, etc. (Suff. Deeds, L. 15, f. 151.) October 6, 1710, he joined with the heirs of Lieutenant Joseph Hasey in the deed of the church plot. (L. 33, f. 244.)

July 15, 1719, Elisha Tuttle, Sr., of Rumney Marsh with his wife Hannah, conveyed to Elisha Tuttle, Jr., for £420 "all that his Farm . . . in Rumney Marsh," and all buildings thereon "except the East end of the house from the top to the bottom" during the life of himself and his wife, also the stock and farm implements. The npland was bounded south on Isaac Lewis, on land given for the meeting-house, and on Hasey (from a point 20 feet from the east end of the meeting-house, to Jonathan Tuttle's land); east on Jonathan Tuttle; north on Edward Tuttle; west on the Newgate farm. The marsh was bounded east on a creek that ran between the said marsh and marsh of John and Jonathan Tuttle, north on marsh of Lieutenant John Floyd; west on marsh of Edward Tuttle and south on marsh of John Tuttle. (Suff. Deeds, L. 34, f. 48.)

March 29, 1728, Elisha Tuttle conveyed to Nathan Cheever for £20 bills of credit, land adjoining the meeting-house plot to the east. It was bounded on Joseph Hallowell [Hasey] 15 rods 10 feet; east on Jonathan Tuttle 12 rods  $7\frac{1}{2}$  feet; north on Elisha Tuttle running on a southwest line till it met the northeast corner of the meeting-house land; west on the meeting-house plot measuring there about 2 rods. This conveyance was recorded July 29, 1766. (L. 109, f. 35.) Nathan Cheever purchased, in 1730, three acres 60 poles from Jonathan Tuttle. (*Infra*, p. 223.) February 23, 1762, Nathan Cheever conveyed to the town of Chelsea for a pound a piece of land 32 feet square with its northwest corner on the road, bounded west on land belonging to the town (the meeting-house lot) and south, east, and north on said Cheever. The location of the pound received the attention of at least four town-meetings. August 21, 1759, a committee was



appointed, and was instructed to consider the land "where the old meeting House stood a Peace of land partly in Common and partly at Present in Possession of Cpt Jenkins." The meeting-house lot of 1710 extended 40 feet south of the building and to the south of it lay the farm of Lieutenant Joseph Hasey, a part of which had been purchased by Captain Jenkins. (See *infra*, Appendix 12.) Committees for the same purpose were appointed September 3, 1759, and May 19, 1760. May 18, 1761, the town voted not to accept Mr. Nathan Cheever's proposal as to "a Spot of Land to Erect a pound upon," also, "not to have a Stone fence between the town and Mr. Nathan Cheever about the meeting house as said Mr. Cheever proposed." September 1, 1761, the town voted to accept this piece of land, which was deeded to it February 23, 1762, as above stated. (L. 97, f. 197. See also L. 219, f. 84.) October 27, 1769, Nathan Cheever conveyed to Jonathan Green for 10s. 8d. three poles of land, bounded west on land of the town of Chelsea near the northeast corner of said "Towns old meeting house," bounded north on the pound for the full length of the pound; then extending south from said pound 24 feet and bounded east and south on Nathan Cheever. (L. 126, f. 255.) In 1770 Nathan Cheever mortgaged three acres near the meeting-house bounded south by William Low (formerly of Joseph Hasey); east by Edward Watts (the Jonathan Tuttle farm); north, west and northwest by the road, by land of Jonathan Green, by the meeting-house plot, and by the town's pound. (L. 116, f. 236.) This land was inherited by Joshua Cheever, son of Nathan Cheever (see *supra*, Appendix 5). April 12, 1792, Joshua Cheever with his wife Abigail conveyed to Abijah Hastings, Jr., of Chelsea for £19 three fourths of an acre bounded south on John Low; east on said Cheever; northwest, west, and north on the town road leading to Chelsea meeting-house. (L. 173, f. 174.) It would appear from this either that the meeting-house stood farther east than in 1710, or that Nathan Cheever acquired a small strip of land from the Hasey farm. This matter is puzzling. The conveyance of 1710 above cited states that the conveyance was a deed of gift, yet when in 1757 the proprietors of the meeting-house conveyed it to the town, they stated that Samuel Pratt advanced money to purchase the land on which it stood. (Town Records, May 16, 1757.) Samuel Pratt was only seven years of age in 1710. When the direct tax of 1798 was assessed there stood on this land of Abijah Hastings, Jr., "a New House only Covered & Glazed." It covered 1216 feet, was of two stories, had 24 windows and was valued at \$600. In January, 1805, Joshua Cheever conveyed to William Eustis for \$500 2½ acres

8½ poles, his land near the meeting-house except a strip of land east thereof which was reserved for a burying ground. (Suff. Deeds, L. 219, f. 83.) Of the land thus reserved the heirs of Deacon Joshua Cheever conveyed to John Pratt of Boston and Seth Copeland of Chelsea, July 25, 1825, for \$50, land bounded north on the tomb of the heirs of Deacon Joshua Cheever and the heirs of Deacon Wm. Harris; east 24 feet on the road or way leading to the burying ground; west 24 feet on the east side of the meeting-house. (L. 304, f. 140.) The same grantees conveyed to John Sturgis and Daniel Copeland of Boston for the same price a similar plot of land adjoining to the south the foregoing. (L. 308, f. 22.) In September, 1805, the town of Chelsea conveyed to William Eustis the land near the meeting-house on which the pound lately stood, — 30 feet square; and Eustis conveyed to the town a plot of land abutting on the barn of Abijah Hastings, Jr., 24 feet, and on the meeting-house lands 141 feet. (L. 219, f. 84.)

June 26, 1753, Elisha Tuttle, yeoman, conveyed to Jonathan Hawks of Lynn, cordwainer, for £133 6s. 8d., 16 acres of upland bounded north and east on the widow Ruhamah Tuttle (see *supra*, p. 210); south on said Elisha; west on the town road. (L. 83, f. 216.) November 15, 1753, Elisha Tuttle for £1000 conveyed to Jonathan Hawkes of Lynn title to 50 acres of land on which a house stood. It was bounded east on the town road; south on Isaac Lewis; west on land in the possession of Robert Temple (the Newgate-Shrimpton farm); north on the widow Dudley's land (the little Keayne or Dudley farm) and land in the possession of Samuel Tuttle and of Ruhamy Tuttle. Also 30 acres on which the barn stood bounded west and south by the town road; east by land of Samuel Watts (formerly the Jonathan Tuttle farm); and north by Nathan Cheever, Ruhamy Tuttle and Jonathan Hawkes. (L. 84, f. 154.) April 11, 1758, Elisha Tuttle and his wife Elizabeth for £533 6s. 8d. conveyed to Jonathan Hawkes of Medford, innholder, title to all the land above conveyed, — that is to 92 acres with one dwelling-house and a barn thereon. The south boundary was Isaac Lewis, and the "Town Road from the Corner of the Pound to the North Corner of the Land in the occupation of Ebenezer Hough" (formerly the Jonathan Tuttle farm). This shows that the town's pound stood in 1758 on the division line of the Lewis and Tuttle farm west of the road from the landing on Mill Creek to the Keayne farm, now Beach and School streets. (L. 91, f. 166.)

December 11, 1754, Elisha Tuttle had mortgaged to Nathan Cheever a portion of the land above conveyed, — that is, 23 acres

bounded west on the road (School Street); north on Jonathan Hawks, east on Samuel Watts, Esqr., and south on the road (to the beach). Nathan Cheever obtained judgment for the above at the Inferior Court of Common Pleas at the April term of court in 1756; and received possession of the land August 30, 1756, from Richard Watts, Deputy-Sheriff. May 18, 1757, Cheever sold his rights therein to David Jenkins of Boston (stepson of Joshua Cheever, Esqr., son of Rev. Thomas Cheever), for £109 18s. 10d.; and May 11, 1758, David Jenkins, for the same sum, conveyed the same to Jonathan Hawks of Medford. (L. 90, f. 128; L. 92, f. 250.) Another mortgage on the western 80 acres, placed there by Elisha Tuttle and his wife Elizabeth in 1746, was not released until 1771. (L. 71, f. 222.) In 1730, Elisha Tuttle purchased 10 acres and in 1735, 8 acres of the Jonathan Tuttle farm lying north of Beach Street. The intention of marriage of Elisha Tuttle and Elizabeth Sprague of Malden was recorded at Boston, March 16, 1723/4. A son Jacob was baptized at Rumney Marsh, Feb. 28, 1724/5; a daughter Elizabeth, April 9, 1727. The latter married Nathan Cheever, Jr., March 4, 1744. Town Records.) Elizabeth, wife of Elisha Tuttle, died in January, 1773, aged 86 years; Elisha died in October, 1775, aged 85. (Church Records.) Possibly Jacob Tuttle (H. C. 1743) was the son.

Two children of Jonathan and Abigail Hawks were recorded at Chelsea: William, born 1756-4th day-3d month; Abigail, 1761-5-4. Jonathan Hawks died in 1762 aged 47. Three children of the widow Abigail Hawks were baptized November 27, 1768, Hannah, Edward, and Abigail; the former was described as an "adult daughter." Three children of Jonathan Hawks, who married Rachel Sprague May 20, 1776, were recorded: Rachel, 1776-2-9; Abigail, 1778-3-3; Elizabeth, 1780-2-8. Rachel, the wife, died June 27, 1782, aged 26.

October 29, 1765, Abigail Hawkes, as administratrix of the estate of her husband Jonathan Hawkes, conveyed to Thomas Pratt for £120 18 acres of land bounded N. on Lt. Nathan Cheever and Lt. Samuel Pratt; E. on Hon. Samuel Watts; S. on the town road leading by the meeting-house; and West on lands of the said Abigail. On the following day Thomas Pratt reconveyed the same land for the same consideration to the widow Abigail Hawkes. No mention was made of buildings. (Suff. Deeds, L. 107, ff. 244, 246.) From Abigail Hawkes the title passed to her son Jonathan Hawkes (L. 129, f. 160); from him to Thomas Ruggles (L. 141, f. 230); from Ruggles to Samuel Dyer, Jan. 19, 1785 (L. 147, f. 42); from Samuel Dyer of Boston to Samuel

Lowc, March 24, 1792, a dwelling house and 18 acres of land. (L. 172, f. 165.) When the direct tax of 1798 was assessed, it was owned by Samuel Low and occupied by William Pratt. The house covered 900 feet, was of two stories, had 16 windows and, with half an acre of land, was valued at \$440. There was a barn  $33 \times 30$ . William Pratt was also tenant of other land in Chelsea owned by Samuel Low and by Polly Low. By will dated April 28, 1822, and probated July 7, 1823, Samuel Low left his property to his wife Martha, and recommended Samuel Pratt as her heir. Martha Low in her will dated May 29, 1833, and probated June 8, 1846, left certain legacies and made Samuel Pratt residuary legatee. (Suff. Prob. Rec., L. 121,<sup>2</sup> f. 18; L. 144<sup>1</sup> f. 293.) Samuel Pratt in 1854 sold a lot of land  $80 \times 132$  feet to Timothy Gay and retained  $17\frac{3}{4}$  acres. (Suff. Deeds, L. 675, f. 219; L. 726, f. 28.)

September 30, 1782, Abigail Hawks of Boston, widow, conveyed to Peter Thacher of Malden, clerk, and his wife Elizabeth, Samuel Cheney of Roxbury, a physician, and his wife Hannah, Thomas Ruggles of Boston, merchant, and his wife Abigail, also to said Thomas as attorney to William Hawkes, all her right in the estate of her late husband Jonathan Hawkes of Chelsea. (L. 136, f. 166. She made her mark.) On the same day the above grantees conveyed to John Buckman of Boston trader and Thomas Lock of Chelsea, gentleman, for £630 the farm at Chelsea. Forty acres of land with the house thereon were bounded E. on the road (School Street); S. and W. on James Stowers (formerly the Lewis farm); N. by land late of Jonathan Williams. Thirty acres with the barn thereon lay on the opposite side of Beach Street. It was bounded E. partly on land sold to Jonathan Hawkes and on land of Samuel Pratt; S. on the road that goes by Chelsea meeting house; W. on the town road (School Street); N. on Samuel Sprague. (L. 136, f. 167.) October 23 of the same year (1782) John Buckman and Thomas and Abigail Locke conveyed the same land for £700 to James Stowers of Chelsea, gentleman. (L. 136, f. 196.) The west bound is there given as "Mr. Yeamans' heirs" (the Newgate-Yeamans farm). Previously to this, October 1, 1782, Buckman and Locke had mortgaged this land for £360 to Thomas Ruggles, who quitclaimed the same to James Stowers for £321 silver money September 1, 1784. It is there described as 45 acres west of School Street and 25 acres east thereof. (L. 136, f. 41; L. 146, f. 135.) When the direct tax of 1798 was assessed, the house and land were owned by James Stowers and occupied by his son, Samuel S. Stowers. The house covered 800 feet, was of two stories, had 15 windows, and was

"old." There was a "Back Kitchen," which covered 252 feet and had 5 windows, and an out-house that covered 280 feet and had 7 windows; both were of one story only. With an acre of land it was valued at \$440. The barn was 30 X 30. Presumably the house a few rods north of the junction of School and Beach Streets, as given on the plan of James Stowers' estate at the end of vol. 260 of Suffolk Deeds, was the homestead of Elisha Tuttle, father and son, and the tavern of Jonathan Hawkes. In 1798 there were in the farm 25 acres east of School Street and north of Beach Street, and 75 acres west of School Street. Of the latter, 55 acres were occupied by Samuel S. Stowers, and 20 acres by James Stowers. A part of this land had formerly belonged to the Lewis farm, a part to the Dudley farm. (*Infra*, Appendix 12.) Thus March 23, 1782, Jonathan Williams with his wife Lydia conveyed to James Stowers for £71 13s. 10¾ acres bounded N. by Mr. Paysons; E. by the town way; S. by the heirs of Jonathan Hawkes; N.W. by said Williams. (L. 135, f. 100.) James Stowers with his wife Lydia conveyed to Joseph Tuckerman in 1803 for \$600 six acres. The land was bounded E. by Salem Turnpike, W. by Moses Collins (the Dudley farm), S. by James Stowers and N. by 4 acres which Tuckerman had bought of the heirs of Phillips Payson. With the land was given a right of way across the farms of Moses Collins and Samuel Sargeant ("securing gates and bars") to the road to Lynn; and upon the land was entailed a right of way to the town road for Collins and Sargeant. (L. 204, f. 55; *infra*, chap. xix., appendix.)

#### *The Jonathan Tuttle Farm*

In 1689 Jonathan Tuttle received as his share of his father's farm land south of the great swamp (later known as the dammed marsh) with Elisha Tuttle on the west, John Tuttle on the east and the Hasey farm on the south. Jonathan Tuttle, born August 25, 1664, married Anne daughter of Captain John and Mary (Bill) Smith of the Ferry farm at Winnisimmet. May 10, 1692, for £260 current money he conveyed title to his whole farm of 124 acres to John Smith; 10 acres of the farm were swamp and 14 acres were marshland. This conveyance was acknowledged March 1, 1696 [1697] and recorded March 14, 1708 [1709]. (Suff. Deeds, L. 24, f. 136.)

October 21, 1701, Capt. John Smith of Winnisimmet and Jonathan Tuttle of Rumney Marsh for £76 conveyed to John Tuttle 20 acres of land "to Range along the parting line between the Land of said John Tuttle and Jonathan Tuttle in their Divisions

of the Upland belonging to their Fathers Farm, So that the said Twenty Acres of Land shall adjoin to said John Tuttle's own Land the whole Length of the afores<sup>d</sup> parting Divisional line, and butt upon the Land of Joseph Hassey on the Southerly end, and on the Northerly end part upon the Swamp Land formerly Elisha Tuttle's, part upon said Jonathan Tuttle's Swamp Land, and to Measure the same breadth throughout from One end to the other." John Smith and Jonathan Tuttle signed the deed; Anne Tuttle made her mark. (L. 23, f. 66.) Henceforth this land formed a part of John Tuttle's farm.

January 12, 1702/3 the daughters of Captain John Smith entered into an agreement for the division of their father's estate, a part of which consisted of land in Boston settled by Captain John Smith upon his wife Mary and her children in 1676. In accord therewith Captain John Smith and Jonathan Tuttle conveyed this farm and the land in Boston to Thomas Cheever, John Tuttle and Lt. Joseph Hassey, as trustees, March 20, 1702/3. (L. 24, f. 137.) March 28, 1729, Jonathan and Anne Tuttle, with the consent of Thomas Cheever, Samuel Tuttle (the only surviving son of John Tuttle), and Jacob Hassey (the only surviving son of Lt. Joseph Hassey), and in order "that they may be taken care of in their declining Age & may have a Comfortable Maintenance & Livelyhood out of the s<sup>d</sup> farm during their Natural life & also for the Setling & Establishing the Inheritance of the abovementioned farm after their Decease," conveyed the farm with the housing thereon "unto their two Eldest Sons Jonathan Tuttle & James Tuttle . . . to be equally divided between them after the Decease of the s<sup>d</sup> Jon<sup>n</sup> Tuttle & Anne Tuttle." The sons were to pay to their brothers and sisters the following legacies, one half within six years of the decease of each parent. To Jotham, and Josiah, £120 each; to Anne Johnson, Mary, and Rebecca, £80 each; to William Ware, "the only Child of their Sister Jemimah," £80. The grantors also agreed that James Tuttle should "come upon the farm & into the Dwelling house with them to take the Care of them and to Improve & manage the farm to the best Advantage so that they may be Comfortably Subsisted out of the Incomes & produce of y<sup>e</sup> s<sup>d</sup> Farm," etc. The Grantees were to pay Rebecca and Mary £20 each on their marriage. (L. 43, f. 116.) Jemimah Tuttle married William Ware Aug. 22, 1717; Ann, Matthew Johnson Sept. 28, 1727; Rebeckah, Samuel Paine Aug. 27, 1730; Mary, John Holt of Woburn (intention filed June 22, 1732); Jonathan, Sarah Burrell Jan. 22, 1718/9; James, Ann Burrell April 6, 1721; Jotham, Martha Hall of Malden, March 1, 1727; Josiah, Mary Burrell July 9,

1730. (Boston Records.) February, 1729/30 James Tuttle of Rumney Marsh with his wife Anna for £300 conveyed to Jonathan Tuttle 40½ acres of upland, swamp and meadow, — the western portion of the farm. (L. 46, f. 167.) April 24, 1730, Jonathan Tuttle, Jr., of Woburn with his wife Sarah conveyed to Nathan Cheever of Rumney Marsh for £77 12s. bills of credit 3 acres 60 poles bounded S. by Jacob Hasey; N. by the town road (Beach Street); E. by said Jonathan Tuttle; and W. by said Nathan Cheever. Acknowledged in Woburn June 18. (L. 57, f. 133.) On the same day Jonathan Tuttle, Jr., conveyed to Elisha Tuttle of Rumney Marsh for £224 bills of credit, 10 acres bounded W. by sd Elisha; E. by sd Jonathan; S. by the town road; N. by land in the possession of Edward Tuttle. (L. 44, f. 254.)

June 19, 1730, Jonathan Tuttle and his wife Sarah conveyed to Jacob Chamberlain of Rumney Marsh for £400, 68½ acres, the upland bounded W. on Nathan Cheever and Elisha Tuttle; S. on Jacob Hasey; E. on Samuel Tuttle (son of John Tuttle); N. on the division line between the swamp and the upland. There were 10 acres in the swamp and 14 acres of meadow land. He quitclaimed all right in his father's estate, Jacob Chamberlain paying the legacies still unpaid. (L. 46, f. 131.) Josiah Tuttle of Rumney Marsh quitclaimed all rights in his father's estate on July 6, 1730, acknowledged July 12, 1735 (L. 51, f. 122); Jotham Tuttle of Medford with his wife Martha quitclaimed as above, January 26, 1731/2, acknowledged June 19, 1735 (L. 51, f. 123); Samuel Paine of Boston with his wife Rebekah quitclaimed as above, December 21, 1731, acknowledged June 7, 1735. (*Ibid.*) According to the account book of Samuel Watts he paid "Mary Holt Daughter to Jonathan Tuttle deceas'd" £20 "in p<sup>t</sup> of her portion," May 11, 1743. (Chamberlain MSS.)

January 17, 1731/2 Jacob Chamberlain and his wife Abigail conveyed to Samuel Tuttle for £170 current money, fourteen and one half acres of marsh. (L. 47, f. 216.) January 12, 1713/14 Jacob Chamberlain of Roxbury married Abigail Hasey, daughter of William and Judith Hasey. (Chap. xix. appendix 1.) Eight acres were sold to Elisha Tuttle, and 4¼ acres to Hugh Floyd. (L. 51, ff. 124, 126.)

April 9, 1736, Abigail Chamberlain, administratrix of the estate of Jacob Chamberlain deceased, by order of Court December 3, 1735, in order to pay the debts of the deceased, conveyed to Samuel Watts of Winnisimmet, for £805 bills of credit 41 acres. The upland, 35 acres, bounded S. on the Hasey farm; N. on the division line between the swamp and the upland; W. on Nathan Cheever and Elisha Tuttle and E. on Samuel Tuttle; 5½ acres

were swamp. Jonathan Tuttle, Senr., and his wife were still living and their rights were reserved. (L. 52, f. 217.) In 1757 Ebenezer Hough, step-son and son-in-law of Samuel Watts, was tenant on the farm. November 25, 1763, Samuel Watts executed a deed of gift of this house and land in favor of his son Edward Watts, — who had married the daughter of his third wife, — to take effect after his death. (L. 110, f. 271.) On the death of Hon. Samuel Watts, his heirs were dissatisfied therewith and Jonathan Green, one of the administrators, consulted with "lawyer Quinsey." (Ch. MSS.) In the final settlement of the estate this deed was ignored, and the farm was set off to William Watts and the heirs of Bellingham Watts, two of the sons of Hon. Samuel Watts. (Suff. Prob. Rec., L. 71, f. 395.) Hugh Floyd and Joseph Hasey were then tenants. (*Ibid.*, ff. 295, 303.)

June 12, 1782, the Guardians of Bellingham, Samuel and Hannah Watts, minor children of Bellingham and Hannah Watts both deceased, in accord with a permit from the court of April 20, 1782, conveyed to William Harris of Boston yeoman for £360 lawful money one half of a house, barn, and farm near "Chelsea old meeting house," — the west half of the house, the north end of the barn, 34 acres of upland and meadow within the dam, and  $\frac{1}{4}$  of a pew in "Chelsea old Meeting house," on the middle aisle in front of Rebecca Oliver. (L. 138, ff. 87-91.)

May 6, 1782, William Watts conveyed 14 acres 58 rods to James Stowers, who on March 11, 1783, conveyed the same for £114 18s. to William Harris of Hog Island. It was bounded N. on the dammed marsh, W. on Hawks, S. on William Watts; S.E. and E. on the town way. (L. 135, f. 101; L. 138, ff. 91-93.) May 2, 1783, William Watts of Chelsea conveyed to William Harris of Chelsea for £21 three acres 20 poles bounded S. on Deacon Jacob Hasey deceased; E. on William Harris; N. on the road from Chelsea meeting-house to the garden of said Watts. The garden, one fourth of an acre, lay south of the road, and bounded E. and S. on the land here conveyed. (L. 139, f. 58.)

June 15, 1784, William Watts of Chelsea conveyed to his son Benjamin Watts of Chelsea the east half of the house with half of the barn and some 18 acres of land. (L. 143, f. 250.) October 6, 1785, William Watts with his wife Mary, and Benjamin Watts, husbandmen, of Chelsea, conveyed the same to Samuel Sewall of Marblehead for £52. The garden one fourth acre, and the barn with 4 acres adjoining, were on the south side of the road from the meeting-house to Point Shirley. The house stood on the north side of the same road. From the land north of the road three rods of land "lately sold to W<sup>m</sup> Oliver where his house stands"



were excepted. The conveyance was made subject to a mortgage executed by Benjamin Watts to Joseph Oliver to secure £65. (L. 151, f. 171.) Sewall conveyed ten and one half acres of upland north of the road to John Tukesbury, Jr., and the remainder, October 28, 1785, to William Harris. (L. 152, f. 10. See also Wm. Watts to Samuel Sewall, July 3, 1783, 12 acres in the dammed marsh. L. 144, f. 193.) When the tax of 1798 was assessed William Harris owned and occupied a farm of 68½ acres bounded S. on Ebenezer Butman and John Low (the Hasey farm); E. on John Tewkesbury, Jr. (the John Tuttle farm); N. on John Low; W. on Samuel Low (land sold Elisha Tuttle in 1730) and Joshua Cheever (land sold Nathan Cheever in 1730). The house covered 1064 feet, was of two stories, had 20 windows, was "old," and with half an acre was valued at \$550. His barns were 40 × 30 and 30 × 30; the corn barn 18 × 9. He owned 23 acres in the dammed marsh. As has been evident from the foregoing descriptions the farm of Jonathan Tuttle lay east of the meeting house on both sides of the road to the beach. Its upland bounded north on what was known as the dammed marsh. The southern boundary was a continuation of the northern line of the ancient burial-ground in Revere and Franklin Avenue. In Hopkins' Atlas, Plate Q, it is plotted in streets, and marked with the names Revere Heights and Wm. G. Harris.

#### *The John Tuttle Farm*

In 1689 John Tuttle received as his share of the farm of his father, John Tuttle, the land next the sea, with Lt. William Hasey's farm on the south, Jonathan Tuttle on the west, and the marsh on the north. The children of John and Martha Tuttle, as recorded at Boston, were: Sarah, born January 8, 1685/6; John, July 5, 1688; Samuel, March 20, 1691/2; Mary, November 9, 1693; Elizabeth, December 14, 1696. Of the daughters, Sarah married William Hasey, third of the name, May 19, 1709; Mary married John Floyd, third of the name, May 27, 1712. In a deed dated March 28, 1729, it is stated that Samuel Tuttle was the only surviving son of John Tuttle. (L. 43, ff. 116, 117.)

The will of "John Tuttle of Rumney-marish" was probated June 13, 1723. He gave to his wife Martha his household goods and negro girl Peg and all his cattle, great and small, to be at her dispose forever; he gave her the life use of his house and land in Boston, and the use of his farm and his two negroes Jack and James "so long as she remains my Widdow." If she married she was to receive an annuity of twenty pounds. At her marriage or death the farm, the farm implements, the wood lot in Malden,

and two negroes Jack and James were to descend to his son Samuel, and "the heirs of his body lawfully begotten." Samuel was to pay £200 in money to each of his sisters, Sarah and Mary, within eight years after the widow's death. John Tuttle gave to his two daughters his house and land in Boston after his wife's death. He named his wife executrix as long as she remained his widow. The will is in the handwriting of Rev. Thomas Cheever, and the preamble is obviously his, as it appears in many Rumney Marsh wills. The probate of the will was before Judge Samuel Sewall, and the record thereof is characteristically interesting: "Thomas Cheever & Nathan Cheever . . . declared upon Oath that the Testator was of sound disposing mind & memory according to their best discerning, but Elisha Tuttle the other Witness declared that he could not say but the Testator was of Sound mind, but was not free to swear that he was of Sound mind & memory." (Suff. Prob. Files, No. 4758.)

Samuel Tuttle married Abigail Floyd, daughter of John Floyd, second of the name, Dec. 3, 1713. The children of Samuel and Abigail Tuttle as recorded at Chelsea were: Elizabeth, born 1718-23d day-10th month; Abigail, 1721-7-11; Tabitha, 1724-8-7; Samuel, 1726-9-3; John, 1728-16-10; Mary, 1731-28-12. Samuel Tuttle died Jan. 18, 1742, aged 50 years 10 months. (Gravestone.) Sept. 7, 1742, Abigail Tuttle was appointed administratrix of the estate of her husband, Samuel Tuttle of Chelsea, husbandman, deceased. (Suff. Prob. Rec., L. 36, ff. 137, 138; L. 40, f. 191.) August 1, 1749, John Hasey and Samuel Hasey of Leicester, Worcester County, quitclaimed to Samuel Tuttle all the real or personal estate of said Samuel Tuttle's father, Samuel Tuttle deceased, and of his grandfather John Tuttle, that is, all rights which they might have to legacies bequeathed "to our late mother Sarah Hasey deceased" by the will of said John Tuttle. (L. 79, f. 185.) The consideration to John Hasey was £230 old tenor bills; to Samuel Hasey £80. April 16, 1752, Sarah Tuttle of Lynn, widow of Samuel Tuttle, Jr., late of Chelsea, quitclaimed to "John Tuttle Junr. of Chelsea" for £137 silver, her right of dower in her late husband's estate. (L. 82, f. 119.) The intention of marriage of Samuel Tuttle, Jr., of Chelsea and Sarah Mansfield of Lynn was filed March 17, 1751. The term junior was applied to John Tuttle, doubtless because a cousin John, two years his senior, grandson of Edward and Abigail Tuttle, was living also in Chelsea. In 1753, Jonathan Belcher of Chelsea and his wife Elizabeth, Thomas Searjeant of Leicester, Worcester County, and his wife Tabitha, and Samuel Viall of Lynn, tanner, and his wife Mary, quit-

claimed to their brother John Tuttle of Chelsea, yeoman, their claim to the estates of their wives' grandfather John Tuttle, father Samuel Tuttle, and brother Samuel Tuttle, Jr., all yeomen of Chelsea, and all deceased. (Suff. Deeds, L. 82, ff. 38-40.)

The intention of marriage of John Tuttle and Mary Burrell of Lynn was filed at Chelsea, August 25, 1752. The children of John and Mary Tuttle recorded at Chelsea were: Samuel, born 1753-2d day-11th month; John, 1756-18-4; Ebenezer, 1758-4-7; Burril, 1760-5-8 (John, Ebenezer, and Burrell were bapt. Oct. 18, 1761); Mary, 1762-2-10, bapt. Dec. 5, 1762; Ezra, bapt. Nov. 10, 1765.

May 10, 1753, John Tuttle with Abigail his mother, and Mary his wife, conveyed for £419 1s. 4d. to Samuel Watts title to 91 acres 31 rods including the highway which runs through the upland (the road from Chelsea meeting-house to Pullen Point). Of these, 46½ acres were upland; 44¾ acres were meadow. The land bounded S. on the Hasey farm; W. on upland of said Watts (the Jonathan Tuttle farm), on meadow of Isaac Lewis (sold by Elisha Tuttle), and on the creek; N. on meadow of said Watts, Isaac Lewis, and John Floyd; E. on upland and meadow of John Tuttle. No mention was made of buildings. May 11, 1757, Samuel Watts mortgaged this land to Jane Boucher of Boston for £207; the mortgage was released April 3, 1775. (L. 83, f. 155; L. 90, f. 92.) Nov. 20, 1754, John Tuttle mortgaged 10 acres east of this land, bounded S. by the widow Hasey and his own land E. and N. (L. 86, f. 58.) On May 10, 1754, Abigail Tuttle widow and John Tuttle yeoman with his wife Mary conveyed to Nathan Cheever for £61 2s. 10 acres 33 rods of salt marsh bounded on the beach, a creek, etc. (L. 109, f. 36.) June 10, 1757, William Maycock obtained by writ of execution against John Tuttle of Chelsea, coaster, administrator of the estate of Samuel Tuttle deceased, 25 acres bounded N.W. by Samuel Watts (Ebenezer Hough, tenant), the line beginning on the N. side of the "Gate which stands upon the Road leading through the Land of the said Watts & the Land in possession of the said John Tuttle as you commonly go to Point Shirley"; thence it ran, by a partition fence and ditch running N.E. to the partition fence between John Floyd and said Tuttle; thence S.E. or E. by said fence "untill you come to the Beach leading to said Floyd's House, and from thence Southerly upon the said Road" till it came to the road leading to Point Shirley; thence northwest on the northerly side of the "Road leading Westerly to Chelsea Meeting House" to the aforesaid gate. The land was appraised at £63 by Elisha Tuttle, chosen by the creditor's attorney (Benjamin

Kent), Daniel Tuttle, chosen by John Tuttle, and Nathaniel Hasey, chosen by the sheriff. (L. 91, f. 251.) But John Tuttle did not lose definitively complete ownership in these lands.

November 29, 1756, John Tuttle with his mother Abigail and his wife Mary conveyed to Thomas Hills of Malden for £189 6s. 8d. 35½ acres of tillage, pasture, and mowing land. It lay southwest of the road from the meeting house to Pullen Point, and bounded northwest on Samuel Watts; southwest on land late of Jacob Hasey and William Hasey both deceased, measuring on that line 80 rods 23 links from the corner of said Watts' land to a heap of stones nigh to the bank next the marsh. Thence the line ran N. 13½° E. 24½ rods to a stake; N. 34½° E. 27 rods to a stake; N. 62° W. 22 rods "to the middle of the Great Spring"; N. 19° W. 39 rods to a stake on the southwest side of the road from Chelsea Meeting House to the Beach; N. 59¼° W. to a stake at the fence dividing land of said Watts from the premises. Liberty was given of "passing out of the Way that leads to the said W<sup>m</sup> Hasey's late Landing Place into the said demised Premises" at the northeast corner of the same. (L. 89, f. 253. See also L. 100, f. 127.) August 12, 1762, John Tuttle with his wife Mary and his mother Abigail conveyed to Thomas Hills of Malden for £60 nine acres of upland and marsh. The east boundary line passed "through the house between the old house & new," and "thro' the middle of the barn floor." To the south lay the marsh of Hasey and of Esquire Green; to the west Hills' own land. (L. 106, f. 130.) Aug. 13, 1762, the same grantees conveyed to Thomas Hills one half of 42 acres lying north of the road, and one half of two parcels of marsh. (L. 106, f. 129.)

September 17, 1772, Thomas Hills conveyed the above to Dr. Humphrey Devereaux of Marblehead, physician. On the same day John Tuttle with his wife Mary conveyed to Dr. Devereaux for £173 6s. 8d. "The whole of my place or farm I now live on in Chelsea." (1) Five acres of upland and marsh bounding north "on the Town road leading to Pullen Point . . . to the beach"; east "on said Towns road and the beach"; south on lands of Thomas Hills of Malden, and on marsh held by John Tuttle and Thomas Hills; west on said Hills. The western boundary line passed through the farm, and "through the house between the old part and the new." (2) one-half of 42 acres of upland and marsh north of the same road, the west boundary running from the gate on the town road as the fence ran down into the dammed marsh ending with a ditch. It bounded north on the dammed marsh of the heirs of Samuel Watts by a ditch; then west on the same by a ditch; then north on lands of John Floyd "as the fence stands over the

ridge to the beach"; then east on the beach to the town road. (3) and (4) two small lots in the marsh. (L. 122, ff. 56, 58.) In 1790 the daughter of Humphrey Devereaux mortgaged this farm; it was then in the occupation of Joseph Cheever. Fifty-four and three fourths acres of upland and marsh lay south of the road to Pullen Point, and bounded west on land of the heirs of Samuel Watts, occupied by William Harris; south on Jacob Hasey deceased, and heirs of Ezra Green Esqr. to a small creek in the marsh; thence on said creek, land of the widow Hasey lying to the south, to marsh of Nathan Cheever; thence on said Cheever to Chelsea Beach. On the east, northeast, and north was the beach, and the town road to Pullen Point. Forty-two acres of upland and marsh lay north of the road. (L. 168, f. 159.)

December 21, 1795, Samuel and Abigail Sewall of Marblehead (she being the daughter of Dr. Devereaux) conveyed to John Tuxbury, Jr., of Chelsea for \$4000 the above described farm with some 26 acres additional in the dammed marsh, and  $10\frac{1}{2}$  acres of upland. The latter, conveyed by William and Benjamin Watts to Samuel Sewall Oct. 6, 1785, bounded south on the road and north on the dammed marsh, and lay between the farm of William Harris, and the parcel of 42 acres above described. (L. 182, f. 39.) When the direct tax of 1798 was assessed, John Tewkesbury, Jr., owned and occupied a farm of 127 acres valued at \$2145. It was bounded south by Barnard Green and Mrs. Kent (the Hasey farm); west by William Harris; north by Hugh Floyd and others; east by the beach. The house, described as "one Verry old Honse"  $50 \times 20$ , was valued at \$50. The barn was  $60 \times 30$ .

The boundary between this farm and the Hasey farm was Franklin Avenue with its extension, and the creek which on Hopkins' Atlas formed the north and east boundary of marsh belonging to Hart, formerly to Jacob Hasey. The marsh of Wilkinson and of W. T. Hall belonged apparently to the Tuttle farm; that of J. O. Young certainly to the Hasey and Lewis farms. In 1690 Edward, Elisha, and Jonathan Tuttle sold to Capt. John Smith salt-marsh at the southeastern corner of their father's farm. Joseph and Josiah Bill acquired this, and in 1729 Joseph conveyed a parcel, apparently with the same bounds but estimated as ten acres, to Samuel Tuttle. (L. 28, ff. 255-258; L. 30, f. 81; L. 34, ff. 221, 250; L. 43, f. 175.) Presumably this was the marsh sold to Nathan Cheever in 1754. (L. 109, f. 36.) For the title from Cheever to Wilkinson and to Hall, see L. 183, f. 40; L. 894, f. 243; L. 335, f. 164; L. 931, f. 101; etc.) ]

## APPENDIX 12

*The Cole Farm*

THE Cole allotment comprising upland and marsh (the latter valuable for grass which it produced perennially without the cost of cutting down forests and clearing upland) was a large estate reaching from the beach on the east to the present county road on the west. Its south boundary was the Newgate farm in small part, but chiefly the creek. It included the old church land, the burial ground adjacent, and the Harris farm. The Pullen Point road ran through it. [Franklin Avenue and the north line of the old burial-ground mark the northern boundary of the farm. The Harris farm and the Pullen Point road from the church corner were not within its limits. The meeting-house built in 1710 stood at the point where the Tuttle and Cole farms joined, and title to the land was conveyed by Elisha Tuttle and the heirs of Lieutenant Joseph Hasey by deed dated October 6, 1710.<sup>1</sup> Whether this is the site of the present meeting-house or not is uncertain.<sup>2</sup> To the west the Cole farm extended beyond Broadway to the Newgate farm, that is nearly as far to the west of Broadway as Beach Street lies to the east. It included the lands of N. Berry and of T. Gay on the plan of the Yeamans farm in Suff. Deeds, L. 525, f. 305.] May 20, 1645, Cole bought of Valentine Hill a part of his allotment.<sup>3</sup> [This land was on the Boston peninsula.]

March 24, 1653/4, Samuel Cole and his wife Margaret, sold to William Halsey (sometimes Halce, Halsie, Hasey, Hasie, Hassy, Haseye and Hazzzy; the later form was Hasey) of Pullen Point "All that their farne house Cottage or teñt scittuate lying and being in Rumney marshe . . . Except and allwaies reserued out of the said dymised p<sup>r</sup>misses w<sup>th</sup> their App<sup>r</sup>teññes vnto the said Samuell Cole his heires execut<sup>rs</sup> and Assignes Oone Six pte of the sd Bargained p<sup>r</sup>misses w<sup>th</sup> y<sup>e</sup> App<sup>r</sup>teññes And all so tenne Acres of vpland ground & Six Acres of meadow or marshe Excepted vnto Edmond Grosse of Boston."<sup>4</sup>

<sup>1</sup> Suff. Deeds, L. 33, f. 244.

<sup>2</sup> *Supra*, Appendix 11; *infra*, chaps. xxvi, xxvii.

<sup>3</sup> Suff. Deeds, L. 1, f. 59.

<sup>4</sup> *Ibid.*, L. 2, f. 4.

October 26, 1653, Cole sold to Edmond and Mary Jackson (daughter of Cole) "all that dwelling house lately purchased of willjam Halsey" in Boston.<sup>5</sup> Halsey's deed of this estate is dated August 24, 1654.<sup>6</sup> From this deed it may be inferred that at one time he lived in Boston. These dates seem discrepant; they are from the deeds as printed. [Presumably the conveyance first mentioned should read October 26, 1654, as on that date both deeds were acknowledged. In 1645 Lynn, in petitioning for an abatement of taxes, mentioned that many who had paid heavy taxes had removed from the town, — among others "Wm Halsey," whose tax had been £1.<sup>7</sup> Possibly this refers to William Halsey of Pullen Point. The first authentic information is that given by his daughter, Esther Green. She wrote "J was Born at Puling Point in the Year 1650 the 20<sup>th</sup> Day of March. When J was four or five Years old my Father Removed his Family to Rumny Marish." ]<sup>8</sup>

In Cole's deed to Halsey, as above, are reservations to Edmond Grosse. April 3, 1665, Isaack Grosse [son of Edmond] having purchased the interest [of his sister] in these reserved lands, conveyed them to Halsey.<sup>9</sup>

William Hasey (for so the name came and continued to be written) was born about 1619 and lived in Boston. He was of the Artillery Company in 1652, freeman as "W<sup>m</sup> Hazzey" in 1665. He died May 30, 1689, and lies buried in the Wakefield graveyard.<sup>10</sup> [May 27, 1674, Cornet William Hasey was confirmed as Lieutenant of the Three County Troop, and was in command thereof when it was called into action in June, 1675. He married Judith, widow of Captain Jonathan Poole of Reading, May 16, 1681. He was one of the trustees for that town in the Indian deed September 4, 1686.<sup>11</sup> In 1686 John Tuttle appointed Lieut. W<sup>m</sup> Harsay, then of Reading, an overseer of his will.]

By Sarah he had William (2) born Sept. 15, 1652; Asa, Jan. 1, 1654/5; Joseph, May 29, 1657; Susanna, May 30, 1660; and Martha, baptized April 24, 1664.<sup>12</sup> [Martha died May 4, 1676, aged twelve years, and was buried on Copp's Hill.] Phineas

<sup>5</sup> Suff. Deeds, L. 3, f. 502.

<sup>6</sup> *Ibid.*

<sup>7</sup> Lewis and Newhall, Lynn (ed. 1865), 214.

<sup>8</sup> N. E. Gen. Reg., liv. 211.

<sup>9</sup> Suff. Deeds, L. 4, f. 285.

<sup>10</sup> Bodge, Soldiers in King Philip's War, 276. [The inscription on his gravestone is printed in N. E. Hist. and Gen. Reg., xxxiv. 86.]

<sup>11</sup> Eaton, Reading, 31, 688.

<sup>12</sup> Bodge, 276.

Sprague of Malden married Sarah Hasey, Jan. 5, 1669/70, and Henry Green of Malden married Esther Hasse, Jan. 11, 1671/2, but I have not learned their parentage.<sup>12</sup> [Mrs. Esther Green wrote that she was the daughter of William and Sarah Hasey, and the wife of Henry Green.<sup>13</sup> March 9, 1649/50 "Sara Harsey y<sup>e</sup> wife of W<sup>m</sup> Harsey" was admitted to the Boston church, and on March 23, 1651/2 Elizabeth, Sarah and Hester, daughters of "William Hersy's wife" were baptized.]

William (2) Hasey married Judith [daughter of Richard and Martha (Appleton) Jacobs of Ipswich before Nov. 12, 1675, as on that date Mrs. Judith Hacy was given a letter of recommendation from the church at Ipswich to the Second or North Church in Boston.<sup>14</sup> Her brother Nathaniel Jacobs mentioned in his will Nov. 4, 1688, his "sister, Judith Hasey."<sup>15</sup> W<sup>m</sup> Hassey was admitted to the North Church April 14, 1678.] They had William (3), born Dec. 21, 1679; Jacob, Aug. 26, 1684; Nathaniel, March 13, 1692; and there was a Judith, an Abigail, and a Martha. [The baptisms at the North Church were: William, Feb. 8, 1679/80; Martha, June 11, 1682; Jacob, Aug. 31, 1687; Judith, Dec. 8, 1689; Nathanael, April 24, 1692; Abiel, Oct. 20, 1695.] William died June 7, 1695, and his widow Nov. 17, 1718, aged about 68.

Asa, son of William and Sarah, was an original member of the church gathered at Rumney Marsh October 19, 1715, of which Rev. Thomas Cheever was pastor. [Asa Hasey of the Rumney Marsh church was the son of Lieutenant Joseph Hasey, and grandson of William and Sarah Hasey.<sup>17</sup>]

Joseph, son of William and Sarah, and his brother William appear to have had the larger part of the Cole allotment. He was known as Lieutenant Joseph Hasey, and died June 28, 1707. See in volume ii, the Green house, which may have been the original Hasey house, as it certainly stands (1892) on the original Hasey estate.

Abigail, daughter of William and Judith, was the wife of Jacob Chamberlain, the first of the name in this country to whom the writer of this history can trace his ancestry.

<sup>12</sup> [Wyman.]

<sup>13</sup> N. E. Gen. Reg., liv. 211.

<sup>14</sup> 4 Coll. Mass. Hist. Soc., viii. 288.

<sup>15</sup> Essex County Hist. and Gen. Reg., i. 164, 165.

<sup>17</sup> *Infra*, p. 233; also Suff. Deeds, L. 33, f. 244.



*The Hasey Farm*

[A conveyance dated March 13, 1689/90 recites that "William Hercy late of Rumly Marsh . . . yeoman" died leaving a farm of 190 acres of land, marsh and upland, that "his two sons William and Joseph living upon s<sup>d</sup> farme and haueing agreed with theire Sisters and payd them theire portions . . . did agree w<sup>t</sup> William Johnson Esqr to deuide the same as equally as he Could the which was dunn to our Content upon the twenty seauenth day of Nouember 1689," and was "layd doune in a platt giuen to us under the hand of said William Johnson." In accordance therewith Joseph Hasey confirmed to his brother William Hasey 95 acres of his father's farm, including four parcels of marsh. The upland was bounded N. by "Land that was formerly M<sup>r</sup> Edward Tuttle"; N. and W. by Joseph Hercy; S. by "Land of M<sup>r</sup> Nugats also by a Crick of Saltwater"; E. "partly by the marsh that is Joseph Hercys." Of the four parcels of marsh, one lay southwards of the said William's house; another, at the S.E. corner of his land; a third, "northward of the long beach"; a fourth adjoined Joseph Hercy's marsh on the S.E. The roads then in use through the farm were to continu<sup>18</sup>. Joseph Hasey's land was, therefore, the northwestern part of his father's farm abutting westerly on the present Mill and Beach streets; northerly on Franklin Avenue and its extension to Beach Street. On Hopkins' Atlas it included the land north of Railroad Street accreditd to William T. Hall, J. Harrington, etc., S. R. Hart, and Hopkins and Hichborn. William Hasey's estate included the land of the Eastern R. R. between Winthrop and Railroad streets; and the upland east of the railroad between the land of Joseph Hasey, as above defined, and the creek and Revere Beach, including about 17 acres which belonged later to the North Shore Land Company.

Lt. Joseph (2) Hasey, younger son of William (1) and Sarah Hasey, had by his wife Hannah: Sarah, born Sept. 13, 1681; Asa, Aug. 14, 1683; Abraham, 1685; Elizabeth, born March 28, 1688, married April 4, 1716, Jonathan Sprague;<sup>19</sup> Hannah, married May 10, 1705, by Rev. Thomas Cheever to John Chamberline; Jacob. His wife died Aug. 18, 1693, and he married Jan. 12, 1693/4, Hannah (Waite) Buckman (born in Malden Sept. 9,

<sup>18</sup> Original deed in Chamberlain MSS., iv. 27. The signature is "Joseph Hasey." It is recorded in Suff. Deeds, L. 35, f. 234.

<sup>19</sup> Vital Records of Boston; Suff. Deeds, L. 26, f. 253.

1656), widow of William Buckman of Malden.<sup>20</sup> In 1706 the town of Lynn chose a committee of three, one from Salem, one from Malden, and Joseph Hasey of Rumney Marsh, to divide the common lands of the town.<sup>21</sup> The widow of Joseph Hasey married John Bancroft of Lynn, Nov. 18, 1708.

September 8, 1707, letters of administration were issued to "Hannah Hasey Widow & Abraham Hasey Son of Joseph Hasey late of Winnisimett Husbandman deced."<sup>22</sup> December 18, 1708, John and Hannah Chamberlain of Malden quitclaimed to her brother Abraham Hasey her right in the estate of Lieutenant Joseph Hasey deceased, and in the housing and lands which their mother Hannah Bancroft gave them. They also agreed if their said mother needed more than her thirds for her support they would share the expense. This was acknowledged March 9, 1712/13. November 8, 1710, Elizabeth Hasey executed a similar deed.<sup>23</sup> March 2, 1712/13, Hugh Floyd, John Tuttle, Edward Tuttle, Edward Tuttle, Jr., William Hasey, and Daniel Floyd, all of Rumney Marsh, "being Desired by Asa Hasey," certified to the Probate Court that the "Estate in Lands of which Lieut. Joseph Hasey dyed Seized" was "not Capable of a Division amongst the Children of the said Lieut. Hasey without great prejudice to the s<sup>d</sup> Estate, nor can a husbandman be Subsisted long out of the Estate when divided, the charge of firing, & fencing will in a little time Eat them out, and their Accommodations will be so very small & penned up without any Outlet for any part of their Stock, so that in a little time the said Estate will be likely to become a charge to the Town, instead of bearing any part of Town charges." Under appointment by the Judge of Probate, Jeremiah Belcher, Elisha Tuttle, and Thomas Berry, all of Rumney Marsh, then appraised the landed estate, — the farm at Rumney Marsh with all the buildings thereon, £500; lands in Malden, £110. The farm was settled upon the eldest son, Asa, ("Saving unto his Mother M<sup>rs</sup> Hannah Bancroft, formerly Hasey, Admin<sup>r</sup> to the Estate of her late husband the s<sup>d</sup> Joseph Hasey, her Right of Dower therein for term of Life) he the said Asa Hasey paying unto his Brothers and sisters Namely Abraham Hasey Jacob Hasey Hannah Chamberlain and Elizabeth Hasey," £67 15s. 6½d. each within six

<sup>20</sup> Middlesex Deeds, L. 14, f. 668; L. 10, f. 294. Assistance has been received from William P. Greenlaw in compiling genealogical items regarding the Hasey family.

<sup>21</sup> Lewis and Newhall, Lynn (ed. 1865), 306-308.

<sup>22</sup> Suff. Prob. Rec., L. 16, f. 330. His estate was appraised at £904 : 1 : 1. *Ibid.*, ff. 449, 472.

<sup>23</sup> Suff. Deeds, L. 27, ff. 61, 62; see also L. 26, f. 253.

months, and on the death of their said mother £33 17s. 9d. farthing.<sup>24</sup>

Abraham (3) Hasey died Jan. 17, 1713/14, aged 27.<sup>25</sup> Feb. 10, 1708/9, he married Abigail Witt, and had one child Abigail, born March 19, 1709/10; married Feb. 5, 1733/4, Nathaniel Paine of Malden. Abigail Hasey of Malden, widow of Abraham Hasey, was admitted to the church at Rumney Marsh July 6, 1718; she married Thomas Wayte, Jr., Jan. 10, 1723.<sup>26</sup>

August 8, 1716, Asa Hasey of Rumney Marsh and his wife Mary conveyed to his brother Jacob Hasey of Rumney Marsh for £257 10s. one half of the estate of their father, Lieutenant Joseph Hasey, — that is, the west end of the dwelling-house and the leanto behind it "Except the East End of the Leanto Chamber over the but-tery" etc; the south end of the barn with the stable; the south end of the orchard; the south side of the field bounded S. & W. by the "Land in Chamberlins Improvement" (the Newgate-Shrimpton farm of which their brother-in-law, John Chamberlain was tenant) and E. by William Hasey; the "Easterly part of the pasture Containing about Twenty Eight Acres," bounded E. and S. by Wm. Hassy, N. by Deacon Tuttle and Jonathan Tuttle, W. by Asa Hasey, — the west line running across "the Spring gutter below the head of the Spring"; also 1 acre 89 poles near the meeting-house bounded N. by the meeting-house land, W. by the highway, E. by Asa Hasey, and S. by a piece of land around the house and barn that was to lie in common. The latter contained 122 poles, and was bounded S. by the orchard and W. by the highway. He also granted him "an highway of a rod Wide along by M<sup>r</sup> Tuttlles Land if that way be made feazible for a Cart to pass otherwise to have Libertie for a Cart to go in some other part of his land." This lane would have led to and past the ancient graveyard. The deed conveyed also the north end of the "Cow Marsh," about four acres near Revere Beach, with W<sup>m</sup> Hassy at the N. end of the west line, and the beach at the S. end of the line, Deacon Tuttle north, a creek east, and Asa Hasey south; also 10 acres in the "great Marsh" bounded N. "by the beach between William Hassys Marsh and theirs," E. and W. by marsh of Asa Hasey, S. by a creek etc.; also land in Malden. It was agreed that Jacob should have the benefit of the beach against his part of the meadow, and the "Sedg Island if he can recover it lying between the West point of Asas Marsh & the Marsh in

<sup>24</sup> Suff. Prob. Rec., L. 18, f. 69.

<sup>25</sup> Gravestone at Revere.

<sup>26</sup> Vital Records of Malden.

John floyds Improvement." The latter was the Sale farm.<sup>27</sup> "Their Mothers Thirds durezza her life" were excepted.<sup>28</sup>

April 9, 1723, Jacob Hasey bought of Asa Hasey "for a house lot" 5½ acres of the "land left by their father L<sup>d</sup>. Joseph Hassy," bounded E. by said Jacob, W. by said Asa, S. by William Hasey, N. "by an old Ditch" and by a marked line to a post on the N. side of the "Spring Gutter"; also land in Malden.<sup>29</sup> On the same day Jacob (with his wife Abigail) conveyed to Asa Hasey his share in the dwelling house, the old barn and the leanto adjoining; and in the common land of the homestead; also his part of the orchard; and the little pasture of 1 acre 89 poles "between the Dwelling house and the Meeting house"; also 1 acre in the field commonly called Parker's field on the N. side of sd Jacob's land, a strip of land three rods wide extending the whole length of the field; also land in Malden which formerly belonged to Deacon John Green. The signature of Jacob was sworn to by the witnesses, Elisha Tuttle and Thomas Waitc, at the January Court, 1726/7; recorded January 5, 1726/7.<sup>30</sup> Jacob Hasey resigned the right of way next the Tuttle farm "from the Meeting house land to the land of said Jacob Hasye," provided for in 1716, and received a right of way from the 5½ acre lot to the town highway "near Asa Hassys Barn."

Asa (3) Hasey was married to Mary Walton of Reading by Rev. Thomas Cheever, May 18, 1714. Their children were Joseph, born Oct. 7, 1715; Hannah, born Dec. 11, 1716, married March 21, 1733/4 Ebenezer Kendall; Abraham, born April 13, 1718. Asa Hasey joined the North Church in Boston Oct. 10, 1714, and was dismissed at the founding of the church at Rumney Marsh. In 1719, when he acknowledged the deed of the church plot, he was blind. He died November 12, 1725, aged 42.<sup>31</sup> By will dated November 10, 1725, and probated January 7, 1725/6, he gave to his wife Mary a legacy of £30 and "the whole Income of my Estate so long as she remains my widow," if she married, the income from one half thereof for life; to his daughter Hannah four acres of salt marsh, bounded N. by Wm. Hasey, S. by Col. Townsend and E. by Jacob Hasey, also a reversionary right in the estate if either of her brothers died without issue; to his sons, Joseph and Abraham, all the remainder of his estate.<sup>32</sup>

<sup>27</sup> See letter of John Sale, April 30, 1783, in Appendix 13.

<sup>28</sup> Suff. Deeds, L. 34, f. 27; acknowledged June 18, 1719; recorded June 19.

<sup>29</sup> *Ibid.*, L. 40, f. 199.

<sup>30</sup> *Ibid.*, L. 40, f. 239; acknowledged and recorded February 3, 1726/7.

<sup>31</sup> Gravestone.

<sup>32</sup> Suff. Prob. Rec., L. 24, ff. 307, 309; Inventory, L. 26, f. 548.

August 10, 1737, Joseph Hasey was married to Elizabeth Kitchen by Samuel Watts, J.P. Four children were recorded at Chelsea, — Mary, born 1739—25th day—1st month (?); Elizabeth, 1741—23—1 (?); Jacob, 1744—19—[ ]; Hannah, 1747—14—[4], died July 18, 1748, aged 1 year 3 mos. 4 days.<sup>22</sup>

June 20, 1739, Ebenezer and Hannah Kendall conveyed to John Hasey of Chelsea the abovesaid four acres of salt marsh, describing it as bounded E. by saltmarsh of Jacob Hasey to a creek between said marsh and John Sale's farm, W. by said creek to Wm. Hasey's marsh, N. by the beach that is between Wm. Hasey's marsh and said parcel.<sup>23</sup> John Hasey was the son of William and Judith Hasey. He sold the marsh to the town of Chelsea. For many years it was known as the town's marsh; and was sold by the town to James Pitts.

April 2, 1740, Mary Hasey of Cambridge, widow of Asa Hasey late of Boston, quitclaimed to her sons Joseph and Abraham for £300 her right in her husband's estate.<sup>24</sup> April 4, 1740, Joseph Hasey of Chelsea, blacksmith, Abraham Hasey of Cambridge, and Ebenezer Kendall, husbandman, with Hannah his wife, conveyed to Samuel Watts for £640 twenty acres of orchard, pasture and mowing land bounded N. by land which they sold to Jacob Hasey by deed of even date; W. and S.W. by the Town Road that leads down to the mills and landing place; S. by land of Jacob Hasey; E. by land of William Hasey and Jacob Hasey; also 3½ acres of salt-marsh. Elizabeth, wife of Joseph Hasey, and Jemima, wife of Abraham Hasey, released their rights of dower.<sup>25</sup> Feb. 7, 1772, the Executors of the estate of the Hon. Samuel Watts Esqr. conveyed this land, then estimated to contain 19 acres, 13 rods, with a barn thereon, for £158 6s. 8d. to James Stowers, Jr. It was bounded E. and S. on the heirs of Deacon Jacob Hasey deceased, and on land in the improvement of Robert Temple Esqr. and William Low; W. and N.W. on the road from the grist mills to the meeting-house; N. on a lane, — presumably the road to Jacob Hasey's house as provided for in the deed of 1723.<sup>27</sup> This lane, straightened and widened, became Winthrop Avenue. The land lay between the present Winthrop Avenue and Railroad (or Vinal) Street, and was bounded west by Beach and Mill streets. It appears on the plan of James Stowers' estate drawn by Peter Tufts, Jr., in 1817.<sup>28</sup>

<sup>22</sup> Gravestone.

<sup>23</sup> Suff. Deeds, L. 71, f. 149.

<sup>24</sup> *Ibid.*, L. 59, f. 118.

<sup>25</sup> *Ibid.*, L. 64, f. 158.

<sup>26</sup> *Ibid.*, L. 121, f. 46; original in Chamberlain MSS., iv. 75.

<sup>27</sup> Suff. Deeds, L. 260, end.

Joseph Hasey *et al.*, as above, April 4, 1740, conveyed to Jacob Hasey of Chelsea, yeoman, for £640 in bills of credit, 23 acres of pasture and arable land with a house and barn thereon. The land was bounded S. on land sold to Samuel Watts Esquire by deed of even date and on said Jacob; E. on said Jacob; N. on said Watts (the Jonathan Tuttle farm) and Nathan Cheever and Elisha Tuttle; W. on the road. A right of way for William Hasey was reserved. The deed also conveyed  $3\frac{1}{2}$  acres of marsh, and woodland in Malden.<sup>30</sup> July 22, 1740, Jacob Hasey of Chelsea for £600 Bills of Credit conveyed to Joshua Cheever Esq. of Boston (son of Rev. Thomas Cheever of Rumney Marsh) 19 acres of pasture and arable land with a house and barn thereon, bounded S. by Samuel Watts Esqr., a "Board fence now Standing on the South Side of a Priviledge-Way" bounding it there, and by said Hasey; E. by said Hasey, — the line to run north to other land of said Watts and "just to the Eastward of the Burying place," — N. by said Watts and Nathan Cheever; W. by the road; he excepted the rights of way of William and Jacob Hasey; he granted the privilege of "Watering Creatures at a large Spring which is in my land a few Rods to the Southeastward" of the land here granted, and of using a spot below the spring for watering hemp and flax, also of draining the said premises through the land of the said Hasey. He conveyed  $3\frac{1}{2}$  acres of marsh; also woodland in Malden. (Suff. Deeds, L. 59, f. 186.) Joshua Cheever of Boston by will dated October 20, 1750, and probated December 18, 1751, gave this house in Chelsea with land and marsh bought of Deacon Jacob Hasey to his wife Sarah, her heirs and assigns. He made one limitation therefrom, — "Item, The Burying Ground in my Land at Chelsea I give the same to the said Town forever, for that use only with so much more Land contiguous as shall be necessary for that use, with a Convenient Way to Carry their Dead to said Burying Ground, reserving to my Heirs, Executors, Admōrs & Assigns forever the Herbage." (Suff. Prob. Rec., L. 45, f. 601.) This refers to the ancient burial-ground of Revere mentioned in the deed from Hasey to Cheever in 1740, and marked on Hopkins' Atlas of 1874. Sarah Cheever's son, David Jenkins of Boston, conveyed the farm to William Low of Chelsea for £173 6s. 8d., June 17, 1761, — 18 acres "with the Dwelling House Barn and Buildings." The land was bounded S. on Samuel Watts Esq. and Widow Hasey by a bending line measuring  $76\frac{1}{2}$  rods; E. on Widow Hasey  $37\frac{1}{2}$  rods; N. on said Watts and N. Cheever  $54\frac{1}{2}$  rods; W. on the road  $48\frac{1}{2}$  rods; with

<sup>30</sup> L. 117, f. 82; recorded June 13, 1770.

the same privileges found in the previous deeds. The right of way to the heirs of William and Jacob Hasey followed "the Southerly line or crooked side" of the premises "thro Gates or Barre." There was also reserved, in accord with the will of Joshua Cheever, "a convenient privilege in the same Land to the Town of Chelsea for burial of the dead." The deed conveyed  $3\frac{1}{2}$  acres of marsh; also woodland in Malden. (Suff. Deeds, L. 96, f. 143.) Feb. 10, 1832, the heirs of John Low quitclaimed to the Selectmen of Chelsea their rights in the burying ground, situated at the N.E. corner of their land, "the right of herbage having been vested in us"; also the passageway to it as heretofore established. It was then defined as bounded N. by the heirs of Wm. Harris deceased (the Jonathan Tuttle farm) 8 rods; E. by lands of Mrs. Chadwick and others (heirs of Jacob Hasey) 12 rods; S. on the grantees 8 rods; W. on the grantees 12 rods. The town relinquished all right in the adjoining lands. (Suff. Deeds, L. 362, f. 50.)

The farm became the homestead of William Low, tenant under Robert Temple on the Newgate-Yeamana farm in 1769, perhaps earlier. Two children of William Low by his wife Mary were recorded at Chelsea, — Mary born 1757–5th day–2d month; Samuel, 1759–13–2; also the death of Alexander, 1757–9–1. William Low died March 19, 1787, aged 67. (Gravestone.) By will dated Jan. 26, and probated April 10, 1787, he left his estate,  $\frac{1}{3}$  to his wife and  $\frac{2}{3}$  to his son John during the lifetime of his wife. After her death he gave to John "my dwelling house and all my buildings in Chelsea and the Lands I own about them, that is to say all the lands I bought of Cap<sup>t</sup>. David Jenkins both Upland and Marsh and also all the Lands I bought of Nathan Lewis, and all the Upland and Marsh I bought of Robert Temple Esq<sup>r</sup> except one half of the four acre lot in the dam-marsh." The upland bought of Lewis and Temple was 17 acres of the Lewis farm, and lay across Beach Street from the homestead. To his daughter Mary Low, he gave "a living in my House and a decent maintenance" so long as her mother lived and she remained unmarried to care for her; also "the sheep she has, the loom and tackling and wheel and her Bed and Bedding and when she marries the one half of my household Furniture." A field of 15 acres called Hall's Hill, belonging originally to the little Cogan farm, was divided between his sons William and Samuel, and his daughter Mary. He gave one-half of the four-acre lot in the dammed marsh to his son James Low "in case he ever returns to this Country." John Low was residuary legatee and executor. In conclusion he did "earnestly recommend to my Children to live in peace and love." (Suff. Prob. Rec., L. 86, f. 171.)

"The Widow Low" died in August, 1794, aged 74. (Church Records.) William Low, Jr., married Elizabeth Knower, Nov. 13, 1769 (Church Records); and died Sept. 13, 1812, aged 64 (Gravestone). John Low married Abigail Stowers, May 5, 1768, and died in August, 1800, aged 57; his widow died in October, 1812, aged 65. (Church Records.) Samuel Low married Martha Green June 27, 1786, and died June 5, 1823, aged 64; his widow died May 2, 1846, aged 85. (Gravestones.) The children of John and Abigail Low as recorded at Chelsea were: Abigail, born 1770-7th day-1st month; William, 1771-23-9; Elizabeth, 1773-26-10; John, 1775-11-8; James, 1777-22-9; Sarah, 1779-9-12; Samuel, 1781-21-10; Nathaniel, 1784-17-8; Mary, 1786-4-9; Lydia, 1788-3-11; Lois, 1790-10-9.

In 1798 John Low owned and occupied "one Verry old House" (36  $\times$  26) valued at \$40. The homestead on which it stood contained 17 acres and bounded west on the town road, N. on Joshua Cheever, E. on Elizabeth Kent, and S. on James Stowers. The barn was 30  $\times$  28; the valuation of the land was \$340. He also owned 17 acres on the opposite side of the road valued at \$400, and 6 acres of saltmarsh.

In the division of the estate of Lieutenant Joseph (2) Hasey in 1716, Jacob Hasey received the south side of a field that was bounded south and west on the Newgate-Yeamans farm. August 15, 1748, Jacob Hasey executed a conveyance to Robert Temple of Charlestown. The deed recites that in 1734 said Hasey sold to said Temple an acre of land, but the deed thereof had never been recorded, and had been lost. This acre abutted S. on land of John Yeamans, E. on said Hasey, N. on Samuel Watts Esq., W. on the road leading to the landing place. On the same day Robert Temple conveyed this acre of land to John Yeamans "late of St James's Parish, Westminster." (Suff. Deeds, L. 75, ff. 136, 137.) It thus became a part of the Yeamans Farm.

Deacon Jacob Hasey died April 29, 1753 [sic]. His will, dated May 2, was probated June 15. He appointed his wife Abigail sole executrix and gave her his whole estate for life. At her death his negro man Jemmy was to be set free, although if he caused her trouble she might sell him. Mention is also made of a negro girl Violet and boy Roger. He left legacies to "Samuel Whittemore whom I educated" and to his granddaughter Elizabeth Kent. His daughters, Abigail Floyd and Elizabeth Kent, were to inherit his estate after his wife's decease. The children of Jacob (3) and Abigail Hasey were: Joseph, born at Malden, Feb. 24, 1711/2; died May 6, 1712 aged 2 mos. 11 days (gravestone); Abigail baptized by Thomas Cheever June 10, 1716;



married Hugh Floyd, April 15, 1752 (Malden Vital Records): Elizabeth, born Oct. 18, bapt. Oct. 26, 1718. Elizabeth married Stephen Kent, Feb. 4, 1735/6 (Boston Records). At the time of his death Jacob Hasey owned a dwelling-house, barn, and chaise-house valued at £300; about 47 acres of upland and salt-marsh in Chelsea, and 15 acres of woodland in Malden; his inventory gives evidence of prosperity. (Suff. Prob. Rec., L. 48, ff. 172, 669.) December 3, 1759, Abigail Hasey of Roxbury, widow, sued out a writ of trespass against Elisha Tuttle of Chelsea. The complaint was that May 25 of that year Tuttle entered the plaintiff's house, barn, and the adjoining six acres, cut five tons of hay, gathered sundry bushels of apples, etc. At the trial of the case, Jan. 10, 1760, Nathan Cheever, an assessor of Chelsea, testified that Mrs. Abigail Hasey came to his house in October, 1759, and said that of her estate one parcel of land was to be rated to "one Davis," another to Joseph Lewis, and one half of the house and two pieces of land to Elisha Tuttle, and that said Tuttle had been rated accordingly. Samuel Whittemore and Stephen Kent of Roxbury were among the witnesses summoned. The widow lost the case. (Court Files of Inf. Court of Common Pleas for Suff. Co.) This record shows that Stephen Kent, who married her daughter and was at one time tenant on the Cary farm, was living in Roxbury in 1759. By will dated October 20, 1750, Joshua Cheever, Esqr., of Boston, son of Rev. Thomas Cheever, remitted half a year's rent to his tenant at Roxbury, Samuel Whittemore. He also gave his Friend Deac<sup>n</sup> Jacob Hasey £13 6s. 8d., to be deducted from the latter's debt to him. (Suff. Prob. Rec., L. 45, f. 601.) The widow Abigail Hasey died February 28, 1783, and was buried beside her husband in what is now Revere.

February 26, 1784, Jacob Hasey Butman of Dorchester, as executor of the estate of Jacob Hasey, sold to Henry Howell Williams, lessee of Noddle's Island and of the Yeamans farm in Chelsea,  $3\frac{3}{4}$  acres 6 rods of mowing and tillage land bounded N.W. by James Stowers and N.E., S. and W. by Deacon Greenough (the Yeamans farm). (Suff. Deeds, L. 142, f. 2; Prob. Rec., L. 82, ff. 629, 642.) By sale from Williams this land became a part of the Yeamans farm. (*Ibid.*, L. 161, ff. 36, 37.)

In the direct tax of 1798 the remainder of Jacob Hasey's farm was assessed to Elizabeth Kent, and was occupied by Ebenezer Butman. The house covered 540 feet, was of two stories, had eight windows, was "Verry Old," and with half an acre of land was valued at \$115.50. Thirty-three acres of upland, with a barn thereon ( $30 \times 18$ ) were valued at \$660; two parcels of salt-marsh at \$174.

April 27, 1808, the lands remaining in the possession of the heirs of Jacob Hasey were the homestead with house and barn thereon, containing 34 acres 14 rods, and two parcels of marsh of  $5\frac{1}{4}$  acres 18 rods, and  $5\frac{1}{4}$  acres 38 rods respectively. They were held by Charissa Kent of Dorchester, single, Sibbel Chadwick of Boston, widow, Abigail Kent and Elizabeth Butman, widow, of Charlestown. By purchase Sibbel Chadwick became the owner in 1808 of three fourths thereof; Abigail Kent of one fourth. (Suff. Deeds, L. 227, ff. 177-179.) A plan of the land made for Mrs. Butman, April 25, 1806, is in Suff. Deeds, L. 894, f. 301. From this the upland can be easily identified on Hopkins' Atlas as, with minor exceptions, the lands of S. R. Hart, and Hopkins and Hichborn. This curiously shaped piece of land was also plotted on the survey for the Eastern R. R. in 1835. Its northern boundary, also the southern boundary of the Tuttle farm, was a straight line 132 rods 8 links in length from the N.E. corner of the ancient burial-ground across the tracks of the Eastern R. R. to Franklin Avenue, thence by Franklin Avenue nearly to Walnut Avenue.

Of the estate of William Hasey, first of the name, who died May 30, 1689, 95 acres, lying east and south of the lands assigned to Lieutenant Joseph Hasey, were set off to his elder brother William, who died June 7, 1695. March 15, 1705/6 Jacob Hasey of Boston and Martha Norris quitclaimed to their brother William Hasey, eldest son of the deceased, their interest in the estate of their father William Hasey. (July 29, 1703, Martha Hasey had been married to Thomas Norris by Rev. Cotton Mather.) July 20, 1714, Jacob Hasey acknowledged this release, and on the 1st Tuesday of July, 1714, the witnesses, Nathaniel Browne and Thomas Cheever, testified to the signature of Martha Norris. Jacob Hasey married Hannah Pitcher October 25, 1705; he owned the covenant at the North Church September 8, 1706; his home was in Boston. Cockrell Reaves and his wife Judith executed a similar release to William Hasey March 19, 1707/8, and acknowledged the same at Salem. (March 12, 1707 Cockerill Reeves and Judith Hasie were married by Rev. Cotton Mather.) March 24, 1712/13 Nathaniel Hasey of Boston quitclaimed as above to his brother William Hasey (acknowledged July 20, 1714). Feb. 1, 1713/14 Jacob Chamberlain of Roxbury and Abiel his wife executed a similar quitclaim deed and acknowledged the same before Nicholas Paige at Rumney Marsh. March 16, 1713/14. (Jan. 12, 1713/14, Abiel Hasey and Jacob Chamberlain were married by Rev. Thomas Cheever. See *infra*, chap. xix. appendix.) This series of deeds was recorded June 23, 1719, in Suff. Deeds,

L. 34, ff. 31, 32. William (3) Hasey by his first wife Elizabeth had (1) William, born Feb. 4, 1702/3, died before his father leaving a son William, who, Dec. 21, 1742, being then over fourteen years of age, chose his grandfather William Hasey his guardian. Suff. Prob. Rec., L. 36, f. 220. (2) Nathaniel, born Oct. 14, 1705, married Elizabeth, daughter of Jacob and Abigail Chamberlain, died January, 1782, aged 77. (3) Joseph, born Aug. 17, 1707. Mrs. Elizabeth Hasey died July 25, 1708, in the 27th year of her age. (Gravestone.) He married second May 19, 1709, Sarah, daughter of John and Martha Tuttle, by whom he had (4) John, born July 21, 1710. (5) Samuel, born Sept. 18, 1713. (6) Ebenezer, born July 6, 1721, died July 26. Mrs. Sarah Hasey died Feb. 27, 1735/6, aged 50 (Gravestone). Dec. 9, 1736, he married Abigail Hathorn, by whom he had (7) Ebenezer, born Sept. 5, 1737. August 28, 1755, Ebenezer nominated Hon. Samuel Watts as his guardian.

The children of Nathaniel (4) and Elizabeth Hasey were (1) Elizabeth, born 1750-16th day-4th month, married John Goodwin April 22, 1777, died Aug. 30, 1825 aged 75; (2) William, born 1755-15-5; (3) Jacob, 1756-14-9. Elizabeth and Jacob were baptized Sept. 23, 1759. Jacob died in June, 1766. (4) Mary, baptized April 15, 1759, died in November, 1780, aged 21. (5) Nathaniel, bapt. Aug. 9, 1761, died in November, 1761, aged 5 months. (6) Thomas Norris, bapt. Oct. 2, 1763.

John (4) Hasey married (1) Abigail Dexter, daughter of Richard and Sarah (Bucknam) Dexter of Malden, Nov. 17, 1730, and had by her (1) Sarah, born Feb. 1, 1731/2, married Joseph Lewis of Chelsea (intention filed at Chelsea Dec. 17, 1750). Mrs. Abigail Hasey died Feb. 17, 1731/2 in the 20th year of her age. He married (2) Mary Chamberlain, Jan. 2, 1734/5, and had (2) William born May 13, baptized May 16, 1736, died in 1739 (Chelsea Town Records). (3) Mary, born 1737-25-[ ], baptized Jan. 1, 1737/8, died in 1739 (Chelsea Records). (4) Hannah, born 1739-3d day-11th month, baptized Nov. 11, 1739. (5) Susanna, born 1741-13-9, baptized Sept. 13, 1741, married Andrew Tukesbury Feb. 18, 1762, died May 11, 1832, aged 90. (6) Mary, born 1744-24-1, baptized Jan. 29, 1743/4. (7) Lois, born 1746-2-6, baptized June 8, 1746. John Hasey married (3) at Leicester Nov. 22, 1748 Tabitha Thomas. He lived at Leicester, had children born there, and died there March 22, 1753.

Samuel (4) Hasey married Sarah Upham of Malden May 9, 1737. The children recorded at Chelsea were: Martha, born 1738-8 [5?]th day-2d month; Abigail, 1739-16-11; Phebe,

1741-5-2; William, 1743-22-2, died 1743-25-3; Esther, 1745-15-1. In 1749 Samuel Hasey was living in Leicester. (*Supra*, p. 226.)

The children of Ebenezer (4) and Lydia Hasey recorded at Chelsea were: Abigail, born 1757-11-1; Ebenezer, 1758-25- [ ]; Hannah, 1759-23-10; William, 1761-8-6; John, 1763-14-2. For his removal with his family to Charlestown, see Wyman.

In the year 1747, when the town of Chelsea was considering a colleague for Rev. Thomas Cheever, it decided to buy the house in which John Hasey had been living, to use as a parsonage. May 23, 1748, William Hasey and his son John, for £1100 old tenor bills conveyed to the town of Chelsea a dwelling house and one half an acre of land then occupied by John Hasey, bounded southerly on the highway from William Hasey's house to "Hasey's bank so called,"—later described as "the Bank commonly called Elder Hasey's landing place,"—and on all other sides by said Wm. Hasey; also two parcels of salt marsh of nine and four acres,—the latter being marsh bought by John Hasey of the daughter of Asa Hasey as above noted. (Suff. Deeds, L. 90, ff. 1, 2; L. 93, f. 3; votes of town meeting, Nov. 30, 1747, April 18, and May 16, 1748.) January 8, 1749/50, the Selectmen of Chelsea conveyed the house and the half acre of land to Nathaniel Hasey gent., son of Elder William Hasey, for £375 old tenor. It was described as the house which "Mr John Hasey lately occupied when an Inhabitant in Chelsea," and as situated "on the south side of the great hill in Elder Haseys farm commonly called his sheep pasture." (Suff. Deeds, L. 78, f. 11; also L. 90, f. 2. Town Records, March 6, 1748/9, May 17, 1749; Selectmen's Records, Oct. 11, 1749.) Elder Hasey's landing-place must have been near the point where the Revere Beach Parkway crosses the creek, as this is the only place where the great creek sweeps near the upland of the farm. Winthrop Avenue follows the road from Elder Hasey's house to the landing. The owners of the John Tuttle farm also made use of this landing-place. (*Supra*, p. 228.) It is to be regretted that the "great hill in Elder Hasey's farm" has here been deeply excavated beside the Parkway. The western slope of the hill was the pasture of the farm of Lieutenant Joseph Hasey, later of Jacob Hasey.

Elder William Hasey died December 21, 1753. By will dated March 25, 1751, he left one third of his real estate to his wife for life; then his whole estate to his sons Nathaniel and Ebenezer subject to legacies to his grandson, William, son of William Hasey, Jr.; to his granddaughter Sarah Lewis, wife of Joseph Lewis and daughter of John Hasey; and to his sons John and Samuel

Hasey. He gave to his wife two negroes, Peter and Jenny. In the inventory of his estate a negro man was valued at £350; an aged negro man and woman at £40, old tenor. The mansion house was valued at £450; 85 acres in Chelsea at £5525; 23 acres of woodland in Malden at £120; the barn and cyder house at £50; a pew in the meeting-house at £20. The total for the real estate was £6165 old tenor, or £822 lawful money. (Suff. Prob. Rec., L. 48, f. 681; L. 49, f. 198. See also L. 61, ff. 231, 232 for further items regarding the farm, farmhouses, and landing-place.)

March 19, 1757, Nathaniel Hasey, as executor of the will of William Hasey, to pay the debts of the deceased, conveyed to Shute Shrimpton Yeamans of Marshgate, County of Surrey, England, 14½ acres for £128. It bounded N. on the heirs of Jacob Hasey deceased 53 rods 22 links, extending to the middle of the creek at the east end of the land granted, and including 8½ ft. of said creek; bounded E. on the creek 31 rods 14 links "and from the Northeast Corner on this side it is to run eighty feet on a strait Line in which eighty feet is included eight feet and a half of said Creek, and the remainder on this side bounds on said Creek as it now runs." S. on Yeamans 29 rods 15 links; E. on Yeamans 2 rods 15 links; S. on Yeamans 47 rods 7 links; W. on land of Samuel Watts and heirs of Jacob Hasey 51 rods 13 links; also four lots of land in Malden. From these measurements these acres can be identified on the plan of the Yeamans farm in L. 525, f. 305, as lying between the creek and land of Z. Hall, south of Mrs. Chadwick's land. (Suff. Deeds, L. 89, f. 262.)

May 20, 1761, Nathaniel Hasey and his wife Elizabeth, and Abigail Hasey quitclaimed to Ebenezer Hasey 16 acres 54 poles of pasture land; on the same day, the latter conveyed the same, his wife Lydia releasing her right of dower, to Ezra Green of Malden. This land bounded N. on land of Thomas Hills, Tuttle farm; W. on Jacob Hasey deceased; E. on saltmarsh of said Jacob; S. on Nathaniel and Ebenezer Hasey. (Suff. Deeds, L. 96, ff. 103, 104, etc.) This land according to the atlas of 1874 was owned by the North Shore Land Co. (Suff. Deeds, L. 418, f. 35; L. 584, f. 127.)

September 20, 1762, Ebenezer Hasey conveyed to Elisha Tuttle 10 acres of mowing and tillage land, a part of the estate of William Hasey deceased. It bounded S.E. on said Hasey; S.W. and W., and N.W. by a creek; N. and N.E. "by the Cart way Excluding the barn and other buildings." Abigail Hasey, widow, released her rights of dower. (*Ibid.*, L. 100, f. 86; see also f. 127.)

September 1, 1763, Nathaniel and Ebenezer Hasey, and Abigail Hasey, widow, all of Chelsea, mortgaged to Madam Sarah Watts, wife of Hon. Samuel Watts, for £400, 78½ acres, stating that it

was the farm which lately belonged to Elder William Hasey, deceased. It was bounded E. on the creek running about N.E. from the river which runs up to Capt. Sale's farm (or, according to a description in 1770, on the "Creek from the said Deacon Hasey's land down to the river that is between Chelsea and Hog Island"); S. on the river running about one-half mile to or near Rocky Point; thence W. upon a creek which ran near N. and S., to the line fence which bounds the upland formerly of Deacon Jacob Hasey deceased (in 1770 this creek was stated to be the N.E. bound of the Yeamans farm); thence it was bounded N.W. on land formerly of said Jacob to land of Ezra Green, Esq.; thence, N. E. and E. on land of said Green to saltmarsh late of said Jacob; thence E. on said Jacob to the creek first mentioned. There were three orchards. (*Ibid.*, L. 100, f. 172.) This mortgage was foreclosed, and possession obtained under judgment April 3, 1766. April 1, 1769, Samuel and Sarah Watts quitclaimed the premises to the mortgageors for £506 9s. 1d. (*Ibid.*, L. 116, f. 222.) March 22, 1770, Nathaniel Hasey conveyed to Joseph Green, gentleman, and Joseph Green, Jr., yeoman, of Stoneham, this farm with the exception of  $\frac{1}{2}$  of 6 acres of salt marsh. At this time the farm was said to contain 75 acres and there were "two dwelling houses and two barns" thereon. (Suff. Deeds, L. 116, f. 224; see also L. 106, f. 128; L. 116, f. 223.) The marshland here excepted had been sold by Ebenezer Hasey to Samuel Pratt, and from his estate passed to James Stowers. (Suff. Deeds, L. 99, f. 179; L. 146, f. 133.) In 1798 a farm of 70½ acres was owned and occupied by Joseph Green. It was bounded, E., S. and W. on a creek; N. on Barnard Green and Elizabeth Kent. One house is mentioned. It covered 1520 ft., was of 2 stories, had 19 windows, was "Verry Old," and with half an acre of land was valued at \$165. Seventy acres with the barn (40 × 30) were valued at \$1355. The division of the farm of Joseph Green among his eight children, April 20, 1803, is in Suff. Deeds, L. 207, f. 85.

#### *The Lewis Farm*

In 1654 Samuel Cole in his deed to William Halsey reserved one-sixth of the farm. By will dated December 21, 1666, and witnessed by Elias Maverick, Aaron Way and John Senter, he gave to his daughter Elizabeth Weeden, wife of Edward Weeden, "that Land of mine at Rumney marsh, which at p'sent her husband & shee lives upon & have done for some years past which is the sixt part of my Land, the residue whercof I sold to Cornet Halsey as appeareth by the deed made unto him," and six acres of marsh

at Hogg Island, "all which Land my said daughter & her husband shall enjoy during their naturall life & my will is that after their decease it shall bee Equally divided amongst all their Children." He gave them also "the sume of Twenty pounds which is due unto mee from John scenter, to bee layd out towards the building of a new house, upon that Land formerly exprest at Rumney marsh." He gave for life to his "old servant Elizabeth Ward, that Cowe that I have in the keeping of my sonn in Lawe Edward Weeden." March 28, 1664, Edward Weeden agreed with the selectmen of Boston to care for Elizabeth Ward during the rest of her natural life for £12 a year. Samuel Cole appointed his son John Cole and daughter Elizabeth Weeden the executors of his will, which was probated February 13, 1666/7. The Inventory of the estate of Samuel Cole, at Winnisimmet, deceased, was taken by Elias Maverick, Aaron Way and William Ireland. There were goods at Winnisimmet, and a few books, pictures and the like at "James Euerells" in Boston. (Suff. Prob. Rec., L. 1, f. 482; L. 5, f. 36.) Presumably Samuel Cole died at the house of his granddaughter Sarah Senter. (See chap. vii.)

In 1672 and 1673, Joseph and John Weeden of Boston, Samuel Weeden of Rumly Marsh with his wife Hannah, and Sampson and Elizabeth Cole of Rumly Marsh conveyed their rights in this farm to Jeremiah Belcher, possession thereof to be had after the death of their parents Edward and Elizabeth Weeden. (Suff. Deeds, L. 8, ff. 176-181.) Samuel Weeden was born in August, 1644. (Boston Records.) The following children of Edward and Elizabeth Weeden of Rumney Marsh were mentioned in a deed dated in June, 1672, — Jeremiah Belcher of Boston (*i. e.* Winnisimmet) and his wife Sarah, Samuel Weeden, husbandman, John Weeden, seaman, Elizabeth Weeden, Jr., Edward Weeden, Jr., Hannah Weeden, and Mary Weeden. Edward Weeden, Elizabeth Weeden and Sarah Belcher made their mark; Jeremiah Belcher signed his name. (L. 8, f. 51.) The land was described in 1672 as a piece of "Vpland partly bounded Northeast Vpon y<sup>e</sup> Vpland of Cornet William Hasee : Westerly on m<sup>rs</sup>. NewGate in the possession of Henry greene : Northerly bounded by m<sup>r</sup> John Tuttle"; and meadow which bounded "Easterly vpon the Meadow of Elder Pens widdow, Westerly on y<sup>e</sup> Meadow of Cornett William Hasee & otherwise bounded by a beach." There was also the meadow on Hog Island which was sold to Mrs. Newgate in June.

March 25, 1690, Jeremiah Belcher of Hog Island and his wife Sarah for £110 conveyed to Isaac Lewis of Rumney Marsh, at one time tenant on the small Keayne farm, 27¾ acres of upland bounded on the east by Joseph Hasey; S. and W. by the Newgate

farm; and north by land which said Lewis had bought of Elisha Tuttle; also 8 acres of saltmarsh, bounded E. and N. by the beach; S. and W. by Lt Hasey's meadow. March 26, 1690, Elisha Tuttle and his wife Hannah conveyed  $7\frac{1}{2}$  acres of upland bounded W. by Mr. Newgate's farm; N. and E. by said Elisha Tuttle, and S. by said Lewis' land formerly belonging to Jeremy Belcher. The land measured 20 poles at the west end on the Newgate line, and ran thence 120 poles to a point at the east end. Four acres of swamp were conveyed, in what was later known as the dammed marsh. (Suff. Deeds, L. 15, ff. 151, 152.) By these deeds Isaac Lewis secured a farm containing about 35 acres of upland, situated on the west side of Beach Street. Central Avenue represents approximately the northern boundary; the southern line of the Town Hall lot the southern boundary. The west boundary of O. Foster on Hopkins' Atlas marks the west line of the farm.

According to Wyman, Lewis was the son of John Lewis of Malden, and married, March 25, 1680, Mary, daughter of Samuel and Mary Davis of Groton. He died April 6, 1691, aged 34, and was buried at Malden. (Vital Records of Malden.) He left children, — Mary, born March 1, 1680/81; Isaac, August 31, 1683; Joseph, Nov. 16, 1685; John, Feb. 25, 1687/8; and Abraham, June 9, 1691. These births were recorded both at Boston and at Lynn.

According to the inventory of his estate he possessed at the time of his death, 2 mares, a two year old colt, 2 oxen, 12 cows and heifers, 11 young cattle, 42 sheep and 15 swine. His widow married Thomas Pratt, later owner of the Way-Ireland farm, before April 10, 1694. The estate was not settled until Nov. 25, 1718, when the farm was assigned to Isaac Lewis, the eldest son, subject to the right of dower of Mary Lewis Pratt, on condition that he pay his brothers and sister their portions. The latter were Joseph, John, Abraham, and Mary, wife of William Sergeant of Malden. (Suff. Prob. Rec., L. 8, f. 212; L. 13, f. 392; L. 17, f. 474; L. 20, ff. 3, 19; L. 21, f. 183.) Although Thomas and Mary Pratt purchased the Way-Ireland farm, they may have lived upon the Lewis farm until this settlement. There is a curious item in the records of the Suff. County Court for the term of Oct., 1715. Samuel Mattocks, Jr., of Boston complained that he had agreed with Isaac Lewis of Rumney Marsh, June 20, 1715, to exchange their maid servants, and in accordance therewith he had, about June 24, carried his "Apprentice maid Serv<sup>t</sup> Jane Hawkins" to Rumney Marsh, and delivered her to Isaac Lewis, who then said that he would have delivered the indenture of his maid servant, Mary Webster, but his mother had gone to Boston



and he could not find it; yet he promised to send it with the maid the following Thursday. He sent the maid, the recital continues, without the indenture, and since then had pretended she ran away from his service, and sued out a warrant for her. The judgment was that Mattocks should assign to Lewis the indenture of Jane Hawkins, Mary Webster serve Mattocks the remainder of her term, and Isaac Lewis pay costs. (Court Rec., pp. 97, 98.)

Presumably Lewis was married to Hannah Hallet by Rev. Cotton Mather, March 21, 1705. The children of Isaac (2) and Hannah Lewis as recorded at Boston were, Isaac, born July 1, 1707; John, Jan. 10, 1708/9; Hannah, Oct. 19, 1710; William, Jan. 31, 1713/14; Abijah, Sept. 9, 1717; Mary, Oct. 9, 1719; Nathan, Dec. 6, 1721; Joseph, Jan. 11, 1723/4; Lydia, baptized July 24, 1726. The first eight births were recorded also at Lynn. William's birth is there given as Jan. 31, 1712/3. (Vital Records of Lynn.) The wife Hannah joined the church at Rumney Marsh March 16, 1717/8; she was living in 1740. (Suff. Deeds, L. 60, f. 124.) Presumably she died before 1746, as on April 1 Isaac Lewis of Chelsea married Susanna Gatchell of Boston. July 8, 1750, the intention of marriage of Isaac Lewis and Sarah Norwood of Lynn was recorded at Chelsea. She survived him. (*Infra*, p. 251.)

Isaac (3) Lewis was married (1) to Mary Cole by Rev. Thomas Cheever in 1732. Their children, recorded at Boston, were: John and Jacob, born Oct. 6, 1734; Isaac, born March 29, 1736 (married Mary Downing at Chelsea Jan. 3, 1758). He was married (2) by Rev. Thomas Cheever to Anna Burlow August 11, 1737. Their children, recorded at Chelsea, were: Abigail, born 1740—8th day—1st month (presumably married Lemuel Spurr Dec. 6, 1769); Mary, 1742—8—2; William, 1744—19—2; George, 1747—25—7; Sarah, 1748—20—7.

Abijah (3) Lewis married Rachel Kitchens of Chelsea (intention filed at Boston Jan. 18, 1749/50). Their children, recorded at Chelsea, were: Hannah, born 1750—31—5; Samuel, 1752—16—12; Sarah, 1754—21—10; Elizabeth, 1756—21—10 (presumably married David Davis April 29, 1776); Abijah, 1759—29—1; Moses, 1762—16—10. Abijah Lewis died in March, 1788; Mrs. Rachel Lewis died in July, 1801, aged 84.

Nathan (3) Lewis married Mary Newall Sept. 17, 1747. (Boston Records.) Six children, born between 1750 and 1762, were recorded at Chelsea and also at Lynn; the younger children in the family were recorded at Lynn only. (See Vital Records of Lynn.)

Joseph (3) Lewis married Sarah, daughter of John Hasey. (Intention filed at Chelsea Dec. 17, 1750.) Their children, recorded

at Chelsea, were: Frances, born 1751-8-10; Joseph, 1752-12-12; Ebenezer, 1754-7-11; William, 1756-14-10; Steven, 1758-23-9.

November 1, 1758, Isaac Lewis conveyed to Nathan Lewis by deed of gift, three acres of land, the south corner being on the town road at "the barra leading from said Road into M<sup>r</sup> Temple's Farm." It bounded south on that farm 34 rods, and east on the town road 21 rods. On the north and west it was separated from other lands of Isaac Lewis by a zigzag line. Nathan could build on the east quarter of an acre immediately; he was to come into possession of the remainder at the death of Isaac Lewis. (Suff. Deeds, L. 92, f. 97.) Nathan Lewis, and his wife Mary, conveyed this to William Low, May 4, 1763. (*Ibid.*, L. 100, f. 178.)

March 30, 1758, Isaac Lewis conveyed to Joseph Lewis of Chelsea, mariner, for £16, six acres, bounded S.E. by the town road 29 rods from the east corner of the pound which "now stands on said Premises"; S.W. by Isaac Lewis, 34 rods; N.W. by Isaac Lewis, 29 rods; N.E. by Elisha Tuttle, 34 rods; "including the land said Pound stands on." Isaac Lewis reserved the herbage of the within granted premises, exclusive of Joseph's houseplot. (Suff. Deeds, L. 94, f. 254.)

Joseph Lewis of Chelsea, yeoman, conveyed to Elisha Tuttle for £60 February 17, 1764, one acre of land with a dwelling-house standing thereon. It was bounded E. on the town road leading to Chelsea meeting-house 23 rods, N. on the heirs of Jonathan Hawkes 7 rods, W. 23 rods, and S. 7 rods on the remaining land of Joseph Lewis. (L. 108, f. 1.) Elisha Tuttle, December 1, 1773, conveyed to his grandsons Nathan Cheever of Chelsea, blacksmith, and Joseph Cheever of Boston, cabinet-maker, this acre with "a small dwelling house thereon now under the improvement of Abijah Hastings as my tenant." (L. 125, f. 27.) Jan. 13, 1775, Nathan Cheever, blacksmith, and Joseph Cheever, cabinet-maker, both of Chelsea, conveyed it, still in the tenancy of Abijah Hastings, to James Stowers, who had already purchased the land to the south and west. (*Ibid.*, L. 126, f. 242. Original deed, Chamberlain MSS., iv. 79. Signed Nathan Cheever, jun<sup>r</sup>, etc.) Presumably this was the house occupied by Joseph Pratt when the direct tax of 1798 was assessed. That house covered 468 feet, was of one story, had 7 windows, and with 1144 square feet was valued at \$165. Possibly it was the house, nearly opposite the junction of School and Beach streets, marked on the plan of James Stowers' estate in 1817. (Suff. Deeds, L. 260, end of vol.)

March 31, 1761, Isaac Lewis and his wife Sarah, for £200, conveyed title to 30 acres of tillage and pasture "at a small distance from said Chelsea Meeting House" with a "Dwelling House

and Barn and Outhouse situate on said land," bounded north by Jonathan Hawkes, E. by Joseph Lewis, W. and N.W. by Yeamans' land, S.W. by Nathan Lewis, and S.E. by the road, to Joseph Lewis and Ebenezer Hasey of Chelsea, husbandmen. By the same deed he conveyed title to 5 acres of salt marsh bounded E. and N.E. by Chelsea Beach, with Jonathan Bill's marsh on the S. and S.E., David Jenkins' (formerly Asa Hasey's) marsh W., and James Pitts' marsh N.W.; and to 4 acres of marsh in what was later known as the dammed marsh. The former was marsh of the Cole farm; the latter of the Elisha Tuttle farm. (Suff. Deeds, L. 96, f. 17.) Aug. 14, 1762, Ebenezer Hasey mortgaged his half of these three tracts of land to Robert Temple for £100, stating that it was land which Isaac Lewis had lately sold and conveyed to him and to Joseph Lewis. (Suff. Deeds, L. 98, f. 181.) Joseph Lewis mortgaged both his five-acre lot above-mentioned, and his half of the lands last mentioned. (*Ibid.*, L. 102, f. 219; L. 107, f. 246.)

Isaac Lewis died in December, 1763, aged 81. April 26, 1765, Ebenezer Hasey of Chelsea was appointed administrator of the estate of Isaac Lewis deceased, and Joseph Lewis became one of his bondsmen. The inventory of the estate footed £55 11s. 4d.; this included no real estate. (Suff. Prob. Rec., L. 64, ff. 255, 383.) Mrs. Sarah Lewis died in April, 1774, aged 85. March 18, 1766, Joseph Lewis signed a paper, by which he agreed for £146 13s. and 4d. to be paid by James Stowers, Jr., of Chelsea, two thirds at once and one third on the death of the widow Lewis,—the latter being for his "part of her thirds in the Estate of my late Father Isaac Lewis of Chelsea Deceased,"—to convey to the said Stowers, by warranty deed, his share in the estate of his father Isaac Lewis, that is, "one half of the House and Barn and of all the buildings that is upon s<sup>d</sup> place the one half of them, and the full of one and Twenty Acres of Lands belonging to the said Estate." He also agreed to shingle the house and permit Stowers to move to the premises at once. "And Whereas it is scrupled by some whether a Deed can be legally executed at the present Juncture by reason of the Stamp Act, so if in Case the s<sup>d</sup> Stowers Chuses to defer receiving the Deed till the Difficulties of this kind may be removed," he would in the future execute a warranty deed when demanded. If it was found, when the land was surveyed, that he did not have 21 acres, £6 13s. 4d. was to be deducted for "every Acre deficient"; the same was to be added for every acre in excess of 21 acres. (Original in Chamberlain MSS., iv. 63.) April 21, 1776, the farm was surveyed by Jonathan Porter and found to contain 29 acres 48 rods. (Court Files,

Sale vs. Pratt, cited in Appendix 1.) Joseph Lewis owned a few acres to the north in the parcel conveyed to him by his father in 1758, of which he had sold only one acre to Elisha Tuttle. June 10, 1766, Robert Temple of Charlestown, quitclaimed to James Stowers, Jr., of Chelsea, 18½ acres of upland near Chelsea meeting-house bounded N. by Jonathan Hawkes deceased and Elisha Tuttle; E. by said Tuttle and the town road; W. and S. by William Low; also one half of a 6 acre lot of marsh bounded N. and E. by Chelsea Beach; S. by marsh of the late Jonathan Bill and W. by marsh of William Low. He stated that this was a "part of the Estate which belonged to Isaac Lewis of s<sup>d</sup> Chelsea Dec<sup>d</sup>, and which Joseph Lewis and Ebenezer Hassey of s<sup>d</sup> Chelsea purchased of the said Isaac & held in Common and undivided and said hassey has Conveyed his Right & Title to me said Joseph Quitting the same as I now Quit to said Stowers as partition has been made." According to the endorsement on this deed, it was recorded in Suff. Deeds, L. 112, f. 138. This volume of the records has been lost. (Original deed in Chamberlain MSS., iv. 63.) The day before this deed was signed Joseph Lewis conveyed to Robert Temple his half of the four acres in the "dam marsh," stating that it was a part of the estate of Isaac Lewis deceased, and was held in common by said Joseph Lewis and Robert Temple. Temple conveyed this marsh to William Low April 8, 1778. (Suff. Deeds, L. 109, f. 17; L. 131, f. 251.) Thus of the lands conveyed by Isaac and Sarah Lewis in 1761 to Ebenezer Hasey and Joseph Lewis, in 1766 the northern half was owned by James Stowers, and the southern half by Robert Temple, who conveyed the same to William Low, who already owned three acres at the southern end of the original Lewis farm, purchased from Nathan Lewis in 1763. Presumably the deeds from Joseph Lewis to Stowers, and from Temple to Low, were recorded in the same volume of the Suffolk Deeds in which the release from Temple to Stowers was recorded. This volume, as already stated, has been lost. By will, dated Jan. 26, 1787, William Low bequeathed to his son John, among other lands "all the Upland and Marsh I bought of Robert Temple Esq<sup>r</sup> except one half of the four acre lot in the dam-marsh," and in his inventory aside from Hall's Hill (15 acres) and the land he bought of Capt. Jenkins (17 or 18 acres) there appear 17½ acres of upland. (Suff. Prob. Rec., L. 86, ff. 171, 201.) Sept. 27, 1816, John Low mortgaged to Nathaniel Low 16 acres bounded S.W. and N.W. by Wm. H. Sumner (Newgate farm); N.E. by James Stowers, Joseph Pratt, James Stowers; S.E. by the road leading to the meeting-house. The conveyance stated that originally this was one parcel, but was then divided by the Salem Turn-

pike, seven acres lying east, and nine acres west of the turnpike. (Suff. Deeds, L. 252, f. 176.) The distance on the turnpike from the north boundary by Stowers to the south line by the Yeamans farm was 18 poles 2 links. December 16, 1818, John and Charlotte Low of Boston for \$606 conveyed to John Wright of Chelsea, five and three fourths acres twenty-two rods of mowing and tillage land bounded N.W. by Salem turnpike, S.W. by Greenough and others (the Yeamans farm), S.E. by the town road (Beach Street), N.E. by the heirs of James Stowers. (Suff. Deeds, L. 261, f. 175.) June 3, 1835, John Wright conveyed to the town of Chelsea for \$227.81 one half acre one rod of land "at the most Westerly corner of the land which I purchased of John and Charlotte Low" by the deed cited above, as a site for a Town Hall. The lot bounded N.W. on the turnpike and S.W. on the heirs of Greenough. (L. 392, f. 135.) Thus the present Town Hall of Revere stands on the south line of the farm which Samuel Cole bequeathed to his daughter Elizabeth Weeden in 1666. The line of division between the lands of James Stowers and of Low may be seen on the plan of the Stowers estate in Suff. Deeds, L. 260, end of volume. In 1806, James and Lydia Stowers sold to Joseph Pratt, blacksmith, a lot four by ten rods on the western side of the Salem Turnpike adjoining their lands to the south; this appears on the plan abovementioned, and accounts for the N.E. bounds in the mortgage from John Low to Nathaniel Low. (L. 215, f. 229.) Thus the southern ten or eleven acres of the Stowers farm west of the old road from Winnisimmet to the meeting-house (Beach Street) belonged originally to the Cole farm. In 1798, James Stowers owned and occupied a house near the centre of the town. Presumably this was the Lewis homestead. It covered 953 feet, was of two stories, had 19 windows, was "Verry Old," and with one acre of land was valued at \$550. The outbuildings were a barn (60  $\times$  27), and two corn barns (each 12  $\times$  8). Presumably the southernmost house on the plan of Stowers' estate in 1817, above cited, marks the site of the farmhouse of Edward and Elizabeth Weeden, and Isane Lewis. The house a little south of the point where School and Beach streets diverge marks, presumably, the house of Joseph Lewis, later in the tenancy of Abijah Hastings as noted above. If this was the case, Central Avenue, and its extension west of Broadway, marks the northern boundary of the Lewis farm. When Hopkins' Atlas was compiled the marsh of Edward Weeden's farm was owned by J. O. Young. (See Suff. Deeds, L. 1488, f. 228; L. 870, f. 46.)]

## APPENDIX 13

IN 1783, John Sale, then owner of the estate, wrote to the Assessors of the Town of Chelsea the following letter,<sup>1</sup> in which are interesting particulars as to the course of husbandry, the changes in the property made by the sea, and the discouragements of farmers, particularly on the seacoast:

Chelsea April 30 1783

Gentl., The occasion of my writing to you at this Time is because I am over rated which I think I Can make plainly appear, if you will Consider the following things, when my Father in Law Mr. John Floyd<sup>2</sup> Lived on this Farm I now Live on, which he did 12 years about Seventy years ago, My Grandfather told him the whole farm Contained 300 acres, 187 acres of which is Salt marsh and a number of acres is not worth mowing, &, Since that time the Sea has wasted Some acres of the upland, about 30 years ago the marsh was valuable Salt hay Sold quick to the Southern people which was our Dependance, but Lately they have Cleared up their Swamps which used to Lay Dormant, & mow so much hay that they buy but very Little Salt hay, & sometimes my Grass Stands & my hay Lies upon my hands every year, & I am So Scituated that I Cant Sell it any where else, my Father used to keep above 200 Sheep besides a Large Stock of Cattle & 2 horses when the farm Lay all Common, I have been at a great Charge for 7 years in making Division pastures & Cant keep but about 90 Sheep 20 head of horn Cattle 2 horses & Could not do that but Lately I have turned out two Lots of marsh for the Creatures to feed on, for the grasshoppers has been so numerous for Several years past some people that See them Said they Destroyed as much grass as my whole Stock, I Cant fat my Beef upon the farm am obliged to put them out I have no woodland no Orchard & a very poor house one of the oldest Buildings in the town only fit for Shelter I expend above 20 Cords of wood in a year & find hard

<sup>1</sup> A. L. S.; addressed "To the Assessors of the Town of Chelsea." Chamberlain MSS., vii. 103.

<sup>2</sup> [*Supra*, p. 190.]

to get it some years because the people dont buy hay I pay 10£ yearly for the use of poor Scholars I have paid M<sup>r</sup> Payson 5 years annuity for his Sons & in the time paper mony went the order was artfully kept back for 2 years & the third year he brought me an order for 100 hard Dollars I told him I Could not pay it there was but Little Silver money passing but he was urgent for it & finally I was obliged to Sell a yoke of oxen to Discharge the order, I Could tell you some other Difficulties I Labour under were I personally with you, but I think what I have wrote Suffice to convince any ressonable person that I am rated too high, Gen<sup>t</sup>: I dont want no more favour than any other person, but only have you do by me as you would be willing to be done by yourselves, which is the golden Rule, Gen<sup>t</sup>. I Submit these things to your Serious Consideration; not doubting but if you Let them have their due weight upon your minds you will Ease me of some of my Burden which will be thankfully acknowledged, —

by your most Obedient

Hum<sup>le</sup> Serv<sup>t</sup>

John Sale

Apparently he sent also the following schedule.\*

Chelsea Dec<sup>br</sup> 2 1783

90 acres pasture 10 D<sup>o</sup> mowing Land 7 Tonns english hay 11 D<sup>o</sup> Tillage 170 bush<sup>l</sup> grain 150 acres Salt marsh 80 Tonns Salt hay 4 oxen 2 Steers 9 Cows 1 young Bull 1 heifer 3 Calves 2 horses 90 Sheep 4 hogs Gen<sup>t</sup> this is the invoice of my Estate, I have a very poor old house just fit for Shelter I have no orchard & have to buy all my wood which Costs me more than it would do if I had a good house, & I think I Stand too high yet in the Single Rate by reason of that money I pay to the College which should be wholly taken out of the rents of the farm & Desire you would Consider it

John Sale

[Fifteen years later when the direct tax of 1798 was assessed, the farm was owned by John Sale, and occupied by John Sale, Jr. It was bounded, south, west and north on a creek; east on the beach and the Bowdoin farm, and with the house lot was estimated to contain 285 acres. It paid annually to Harvard College \$33.33, — the annuity of ten pounds entailed thereon for the support of poor scholars by the will of James Penn. The

\* A. D. S., addressed "To the Assessors of Chelsea," *Ibid.*, 127.

house on the farm covered 1216 feet, was of two stories, and had twenty-two windows. There was a "Back Porch" with three windows that covered 90 feet. A one story wood and "chaise" house covered 390 feet. These buildings with an acre of land were valued at \$1100. The farm lands with a barn 60  $\times$  30 feet and a corn barn 14  $\times$  14, were valued at \$4342.50. A plan of this farm may be seen in Suff. Deeds, L. 443, f. 96.

In the inventory of Penn Townsend, taken in 1727, the farm was valued at £3000.<sup>4</sup> The house of Penn Townsend on the north west corner of Beacon and Tremont streets in Boston was valued at only £800. Seven years later, August 16, 1734, his son-in-law, John Sale, described the latter as "old, and gone much to Decay." He wished to demolish it, if he could obtain a license to rebuild with timber; he planned to erect a "handsome dwelling" 40 feet in front and 25 feet in the rear, 30 feet from the nearest house.<sup>5</sup> But he did not rebuild; in 1739 he was anxious to sell. According to the will of Penn Townsend, John Sale and his wife held only a life interest in the estates, the reversion belonging to their children, two of whom were minors, hence an act of the General Court was necessary to enable them to convey title. John and Ann Sale of Boston petitioned the General Court which met April 19, 1739, stating that Ann was the only surviving daughter and heir of Penn Townsend, and that they stood "in need of Mony to repair the buildings upon the afores<sup>d</sup> Farm, and to purchase Sheep and other Stock to put thereon, which They design to Improve for the benefit of themselves & their Children." April 24, 1739, the petition was read in the Council and dismissed.

March 21, 1739/40 a similar petition was read in the House of Representatives and referred to a committee. At the next session of the Court, on June 5, the House voted "That Ebenezer Pomroy, Esq; Capt. Oliver Partridge, Samuel Watts, Esq; and Mr. William Fairfield, with such as shall be joined by the honourable Board, be a Committee to view the Premises, and report what they judge proper for this Court to do thereon." When this petition and the order of the House thereon reached the Council, it was met by a protest signed by William Hickling and his wife Sarah, daughter of John and Ann Sale. They protested that "if the produce of the Land in Boston should be Expended for living Stock on the ffarm such stock would be lyable to be attached to pay Mr. Sales Debts. . . . And as the ffarm is surrounded by the

<sup>4</sup> Suff. Prob. Rec., L. 26, f. 378.

<sup>5</sup> Petition to the Selectmen, Files of the Boston City Clerk, in the basement of City Hall.



Salt water almost there is little need of fencing, And the House is not so ruinous as has bin represented by Mr. Sale in his petition." They added that they were not notified of the petition, and had no opportunity to present their protest to the House of Representatives, which voted favorably on the petition and sent it to the Council for its concurrence. Upon reading this answer the Council voted June 7, that the petition be dismissed. The House voted a non-concurrence, and returned the matter to the Council with an order for a hearing before a committee of the two houses, Samuel Watts, Esq., William Fairfield, and Ebenezer Pomroy, Esq., to represent the House.\*

To the General Court which met in August, 1740, a petition was presented signed by John Sale and Ann Sale, of Chelsea, Mary and Rebeckah Sale, and John Marshall as guardian for John Sale, a minor. They said that the house on Tremont Street was "ruinous and much gone to decay," and that all the children were willing to sell except William Hickling and his wife. They wished to expend the proceeds from the sale "in repairing the Buildings & fences upon the afores<sup>d</sup> Farm in Chelsea where the sd John Sale and his Wife are removed," which, they added, were "gone to decay." They were willing that the proceeds from the sale should be placed in the hands of two or more trustees living in and about Chelsea, and that one fourth of the proceeds, — the share of Sarah Hickling, — should remain in the hands of the trustees. September 2, 1740, the petition was read in the House of Representatives, and it was ordered that William Hickling be served with a copy of the petition, to show cause, etc. The answer of William and Sarah Hickling was presented at the November term of Court. They insisted that their share of the estate could not be determined at the present moment, as the estate was to be divided among such grandchildren of Penn Townsend as were living at the death of John and Ann Sale. Also the "Respond<sup>ts</sup>" say that the house & Fences on s<sup>d</sup> Farm have been often Repaired & the Income of s<sup>d</sup> Townsends Estate is Suffic<sup>t</sup> with a Considerable Over plus to Repair the Fences & Buildings on said Farm, if the Pet<sup>r</sup> John was Inclined to manage the Same for the bennefite of his Children." Also the land in Boston would increase in value, while the buildings and fences in Chelsea might be permitted to go to decay so that the respondents might gain very little from the expenditures on them. They added that Rebeckah Sale was a minor, and with Mary and John lived with the petitioner, and was

\* Mass. Archives, xvii. 565, 600; House Journal, 1739, p. 239; *ibid.*, 1740, pp. 21, 27.

"by him influenced to preferr said pet<sup>n</sup> not knowing their Reall Interest." November 27, 1740, the petition of John Sale and this answer thereto were read in the Council, and the prayer of the petition was refused. December 2, 1740, the House of Representatives concurred.<sup>7</sup>

Fifteen months later a third petition was presented. The wife, Ann Sale, had died. This was signed by John Sale for himself and his daughter Rebecca a minor, by Mary Sale, by William and Sarah Hickling, and by John Marshall as guardian of John Sale. These were the "only Surviving Grand children and heirs of the said Penn Townsend." The plan was to place the proceeds from the sale of the house on Tremont Street in the hands of Samuel Watts Esq., Jacob Hasey, Samuel Pratt, and Nathaniel Oliver, Jr., of Chelsea "to be laid out upon the Farm for fitting up the Dwelling house thereon which is much out of repair, & for building a Barn or repairing the old Barn, making of stone Walls, Ditches &c and otherwise as they (or any three of them) shall Judge most for the advantage of the Farm." If there was an overplus it was to be let out at interest, and the income paid to John Sale for life. March 24, 1741/2 the House of Representatives voted to grant the prayer of the petition; March 29, 1742, the Council concurred. The name of Jacob Hasey was omitted.<sup>8</sup> A fourth petition, signed by the same parties, and tendered, it was said, at the request of the purchaser of the house, was presented to the Court which met in May, 1742, praying that William Hickling and John Marshall be added to the committee for the expenditure of the money. This was granted by the House of Representatives June 14, 1742. The Council concurred June 18.<sup>9</sup> There still remained of the estate of Penn Townsend the half of a brick house on Marlboro Street. John and Ann Sale in April, 1738, had petitioned in vain for permission to sell. In June, 1743, permission was granted. Samuel Watts was then the guardian of John Sale, Jr., a minor about sixteen years of age.<sup>10</sup>

Apparently entailed estates were not popular among the landholders of Chelsea. Twice the entail on the Newgate-Shrimpton farm was barred by a common recovery, — by Nathaniel Newdigate in 1687, and by John and Shute Shrimpton Yeamans in 1742. That on the Dudley and Oliver farms was also barred by the same process. Inability to accomplish this, because of the minority of

<sup>7</sup> Mass. Archives, xvii. 720-722.

<sup>8</sup> *Ibid.*, 864.

<sup>9</sup> *Ibid.*, 898; also xviii. 48.

<sup>10</sup> *Ibid.*, xvii. 538; xviii. 139.

their children, caused Edward and Rebecca Watts to come to New England in 1710, and establish themselves on the Ferry farm.

John Sale was the first proprietor to live on the farm. Presumably he moved thither in 1739 or 1740. Both the earlier owners of the farm, James Penn and Penn Townsend, were influential citizens of Boston, and lived on the northwest corner of Beacon and Tremont streets. James Penn was a ruling elder in the First Church, and a deputy to the General Court. Penn Townsend, his nephew, was colonel of a militia regiment, commander of the Ancient and Honorable Artillery Company, selectman and moderator of town meetings, deputy to the General Court, Speaker of the House in 1696 and 1697, Assistant for twenty-seven years, Chief Justice of the Inferior Court of Common Pleas for Suffolk County, 1718-1727.

Who the tenants on the farm were is not known, but not improbably John Grover, whose name appears on the Rumney Marsh list of 1674 and 1676; and William Colmer, on the tax lists of 1687, 1688, 1692, 1695, and 1702 (also as "William boumer" in 1701). Possibly John Floyd (born 1687) succeeded the latter, as he lived on the farm for twelve years, "about Seventy years ago," John Sale wrote in 1783. The only children who survived Penn Townsend were two daughters by his first wife, Sarah, sister of Isaac Addington, Secretary of the Province, and niece of Governor John Leverett. Sarah married Ebenezer Thayer, pastor of the Second Church in Roxbury. Ann married John Sale June 5, 1712. Mrs. Thayer died without issue. John Sale was the son of Ephraim and Mary Sale, and was born January 17, 1686/7. The children of John and Ann Sale as recorded at Boston were: Mary, born July 3, 1713, died young; Sarah, born Oct. 11, 1714, married William Hickling, Nov. 21, 1734; Penn Townsend, born April 9, 1718, mentioned in the will of his grandfather Penn Townsend, died before 1739; Mary, born May 21, 1719, married Benjamin Tuttle of Chelsea, Feb. 14, 1744/5; Rebeckah, born May 26, 1722, married William Oliver, son of Capt. Nathaniel Oliver of Chelsea, Jan. 6, 1742/3; John, born March 17, 1723; John, born March 3, 1727.

John Sale, married (2) Huldah Belknap of Boston April 16, 1742. December 29, 1749, He joined the church at Rumney Marsh, where he died in September, 1763. By his will, dated August 25, 1763, he gave to his wife Huldah the plste she brought with her at her marriage, one half his pew in Chelsea meeting-house, and also his negro man Cæsar for life. (Cæsar owned the covenant Feb. 12, 1758, and was married March

22, 1759, to Susanna, a servant of "Granny Tuttle.") To his son John he gave his lands "at the Eastward at great Chebeg & Casco Bay" in possession of Colonel Westbrook's and Brigadier Waldo's heirs. To Benjamin Tuttle's daughter Huldah he gave 20s.; to John Sale Oliver, son of his daughter Rebecca, 20s.; to Rev. Phillips Payson, 40s. The remainder of his estate was to be divided between his wife Huldah and his three children, — John Sale, Sarah Hickling, and Rebecca Oliver. The executors were his wife Huldah, son John, and Thomas Goldthwait, Esq.<sup>11</sup> The farm does not appear in the inventory of his estate;<sup>12</sup> it descended according to the will of Penn Townsend. The widow Huldah Sale died in May, 1780, aged ninety-two.<sup>13</sup>

The son, John, married Sarah, daughter of John Floyd, April 7, 1752. She died in June, 1785, aged fifty-nine.<sup>14</sup> He died April 20, 1803, aged seventy-six.<sup>15</sup> June 24, 1784, John Sale of Chelsea conveyed to John Sale, Jr., for £400 lawful money, "my Estate for life which I hold in said Chelsea and whereof the said John Sale Junior hath the reversion — the same being bounded on the Eastward side by land of the honorable James Bowdoin Esq<sup>r</sup> and the other sides bounded on Chelsea River excepting one small part which adjoins on point Shirley marsh being the homestead place whereon I now dwell."<sup>16</sup>

John Sale, Sr., was for many years deacon of the church at Chelsea, but resigned that office April 29, 1798, and presumably was not living in the town at the time of his death. The following children shared in the distribution of his estate: Anna (born 1753—30th day 10th month); Penn Townsend Sale (born April 10, 1760); Mary (born Nov. 3, 1763), wife of Andrew McFarland; Sarah (born March 22, 1766), wife of John Randall; Rebeckah (born March 4, 1769), wife of Walter Perkins.<sup>17</sup>

November 29, 1797, John Sale, Jr., of Chelsea, married Deborah Hobart at Boston. The farm was under his improvement when the direct tax was assessed in 1798. His wife died December 18, 1804, aged thirty-one.<sup>18</sup> Colonel John Sale married (2) Hannah Butterfield April 2, 1810.<sup>19</sup> A plan of the "Farm in Chelsea

<sup>11</sup> Suff. Prob. Rec., L. 62, f. 445.

<sup>12</sup> *Ibid.*, f. 591.

<sup>13</sup> Church Records.

<sup>14</sup> *Ibid.*

<sup>15</sup> Gravestone.

<sup>16</sup> Suff. Deeds, L. 143, f. 263.

<sup>17</sup> Suff. Prob. Rec., L. 103, f. 83; Vital Records of Chelsea.

<sup>18</sup> Gravestone.

<sup>19</sup> Church Records.

belonging to the Heirs of the late Col. John Sale," was made by Alonzo Lewis, November, 1838. The upland was 129 acres, 57 rods; the marsh 128 acres, 131 rods; the beach 8 acres, 3 rods, — a total of some 267 acres.<sup>20</sup> This farm, bounded by Sales Creek, Belle Isle Inlet, and Revere Beach, included within its bounds the present Beachmont.]

<sup>20</sup> Suff. Deeds, L. 443, f. 96.

## APPENDIX 14

MARCH 16, 1703/4 "Mr. Dean Winthrop, of Pulling Point, dies upon his Birth-day, just about the Breaking of it. He was Taken at eight a'clock the evening before, as he sat in his chair, sunk first, being set up, he vomited, complain'd of his head, which were almost his last words. Hardly spake anything after his being in bed. 81 years old. He is the last of Gov<sup>r</sup> Winthrop's children . . . *statione novissimus exit.* March, 20. is buried at Pulling Point by his son and Three Daughters. Bearers Russel, Cooke; Hutchinson, Sewall; Townsend, Paige. From the House of Hasey. Scutcheons on the Pall. I help'd to lower the Corps into the Grave. Madam Paige went in her Coach. Maj<sup>r</sup>. Gen<sup>l</sup> and Capt. Adam Winthrop had Scarvs, and led the widow. Very pleasant day; Went by Winisimmet."<sup>1</sup>

Sewall's statement that Winthrop was buried at Pullen Point is remarkable, for his gravestone is still seen at Revere, more than a mile away from Pullen Point and Winthrop's residence. So was Hasey's house. And yet Sewall, who lowered the corpse into the grave, says it was at Pullen Point. This seems decisive; and if so, then Winthrop's remains must have been transferred to Rumney Marsh, where they now lie. [To a dweller in the Boston peninsula the line of demarcation between the districts popularly known as Rumney Marsh and Pullen Point was presumably in ordinary parlance no more definite than that now between Roxbury and Dorchester. When the original grant of Pullen Point was made to the town of Boston in 1632 it included "the necke of land betwixte Powder Horne Hill & Pullen Poynte." Note also that in the Direct Tax of 1798 the Sale farm, which included within its limits the present Beachmont, was accounted a part of Pullen Point. Elder Hasey's landing place was on the creek which formed the west bound of the Sale farm.]

*Will of Deane Winthrop*<sup>2</sup>

In the Name of God Amen the Twenty ninth day of December Anno Dni Seventeen hundred and two J Deane Winthrop of

<sup>1</sup> Sewall, Diary, ii. 96.

<sup>2</sup> Suff. Prob. Rec., L. 15, ff. 273, 274. The will was probated April 27, 1704.

Pullingpoint within the Township of Boston in the County of Suffolke in N: England Gent., being of perfect & sound mind and Disposing memory, Doe make and Ordain this my last Will and Testam<sup>t</sup>, as followeth. First J commend my Soul to Almighty God, my Body to the Earth, and as touching such worldly Estate wherewith it hath pleased God to bless me, J dispose of the same in manner following. First I will and Ordain, That all such Debts as I shall happen to owe at my decease shall be truly paid as they grow due; and that the funeral of my body shall be decent and Christian like, at the Discretion of my Exec<sup>rs</sup>. herein After named. And after my Debts paid and funeral Expences deducted J will and Ordain, That my loving Wife Martha shall have yearly paid unto her the Sum of Twenty pounds a year during her Natural life out of the Incomes and profits of my Estate in lieu of her Dower and Thirds, And J do also give unto her the use & Service of my Negro Woman named Moreah, during my Wifes Natural life. Jtem I do will, devise and bequeath unto my Grandson Iotham Grover, onely the Sum of Five pounds, because he is under the care & Tuition of his Grandmother Kent. Item J will, devise and bequeath unto my Grandsons Deane Grover & John Grover the Sons of my Daughter Margaret, And to my Grandaughters Priscilla Adams and Priscilla Haugh, and to their heires & Assignes forever, the rest residue and Remainder of all my Estate, both Real & personal, whersoever the same is, can or may be found to be equally divided among them, when the Youngest shall Attain the Age of Twenty one years or be married, but if my Grandaughters Priscilla Adams & Priscilla Haugh shall happen to dye before such division of my Estate be made,—then J will That the Sum of One hundred & fifty pounds currant money of New England, or the value thereof in such things as the Country doth produce, be paid unto each of their Fathers, my Sons in Law Elish Adams and Atherton Haugh, or unto the Father of either or such of said Girls as shall happen to dye under Age or not married as Aforesaid,—And that after such paym<sup>t</sup>. or paym<sup>ts</sup>., the remainder of my s<sup>d</sup> Estate shall be Equally shared among my said two Grandsons, but if one of them be then dead without issue, the Survivor to have the whole; And in case any of my said four Grandchildren dye before Age or marriage as aforesaid, or without Issue, then the part or Share of Such Grand Child or Grandchildren so dying and not leaving Issue shall be Equally divided among the Survivours—Saving what herein before is by me Willed or provided for in case of the Death of my s<sup>d</sup> two Grandaughters or either of them And if all my s<sup>d</sup> Grand Children dye before they Attaine their respective Ages

or marriage, & none of them leave Issue, then J will That my whole Estate shall descend and come to the next heir Male of my name and blood, and to his heirs and Assignes forever. Item J will and Ordain, That the remainder or Surplusage of the yearly Incomes and Improvements of my said Estate. Arising before such division can be made, as J have before Ordered and devised, when the s<sup>d</sup> Sum of Twenty pounds to my Wife & other necessarys charges are Subducted be divided among my said Four Grandchildren proportionably, and that such parts thereof as shall be Allotted to my s<sup>d</sup> Grandaughters Priscilla Adams and Priscilla Haugh, shall by my Exec<sup>r</sup>s hereafter named be paid into the hands of Eliah Adams and Atherton Haugh, they first giving Security to pay respectively to their s<sup>d</sup> Daughters, my s<sup>d</sup> Grandaughters Such Sums of money as on Accompt of that division, they shall Severally receive, when their s<sup>d</sup> Daughters shall Attain their said Age or Ages of Twenty one years or be married as afores<sup>d</sup>; And that such proportions as shall so Appertain to my two Grandsons who are Fatherless, I would have Improved and Employed towards their Education Jtem Lastly J do make, Constitute & Ordain my Worthy Cozens Wait Winthrop Esq<sup>r</sup> and Adam Winthrop Mercht to be Exec<sup>r</sup>s of this my last Will to See it performed in all things as J have Ordained, And J do hereby Authorize & Impower them or either of them Surviving to Sell all or any part of my Estate, if they or either of them Judge it for the benefit of my Grandchildren. And J do hereby revoke all former & other Wills by me heretofore made. In Witness whereof J have hereunto set my hand and Seal the day and year first within written Deane Winthrop and a Seale. Signed, Sealed, published & Declared by the said Deane Winthrop, as and for his last Will and Testament in presence of us. Jonathan Bill, John Winthrop Jonathan Bill Jun<sup>r</sup>, Joshua Bill./— Examin<sup>d</sup>. @ Paul Dudley Reg<sup>r</sup>

AN INVENTORY<sup>\*</sup> OF THE ESTATE OF M<sup>r</sup> DEAN WINTHROP OF PULLING POINT LATELY DECEASED, VIZT THE LAND, HOUSING, STOCK, SERVANTS AND HOUSEHOLD GOODS, BEING AT PULLING POINT, VIZT

Imp <sup>r</sup> s, To a house, barne & 300 Acres of Land, by Estima- tion . . . . .	£1000 "—" —
One Negro man, by name Primas . . . . .	30 "—" —
One Negro Woman, by name Marrear, & a Boy, by name Robbin . . . . .	30 "—" —

<sup>\*</sup> Suff. Prob. Rec., L. 15, f. 330. John Tuttle and James Bill were the appraisers. This inventory was dated April 28, 1704, and presented to the court by the executors September 2, 1704. Executors' account, L. 18, f. 368.



1 pf of large Oxen ten years 8 <sup>h</sup> one pf of 3 year old Steers 5 <sup>h</sup> . . . . .	13 " " "
3 heifers 3 year old £5 " 5 " — One Bull 2 year old & 2 Yearlings 3 <sup>h</sup> . . . . .	8 " 5 " "
141 Sheep 48! Thirty three Lambs 5! . . . . .	53 " " "
3 Sows and one boar 2 year old 3! 16 Summer Shoates 7! .	10 " " "
One Plough, 3 old plough Shares, 1 old Cart with a good pf of Wheels, a pf of Spere boxes & hoops, 1 Cart Rope, 2 Chains, 2 pf of Iron horse Traises, Spade & pick Ax, an old harrow with 19 Iron Teeth, 3 old houghs, 2 halfe worne Sithes & Dung fork . . . . .	4 " " "
To Wearing Apparel £8 " 4 " — 16 <sup>h</sup> old pewter 16! . .	9 " 10 " "
1 pf Iron Tongus, Grid Iron, Doggs, warming pan, frying pan . . . . .	— " 14 " "
3 pf old Sheets, Table Cloth, 2 Napkins & 2 pillow bears .	1 " " "
one Table & Chest 8/. one old Pott and Kettle 14/. . . .	1 " 2 " "
2 old Iron Trammels 6/. an old Iron Spitt & 4 old bass chairs 4/ . . . . .	— " 10 " "
One Fowling piece and three old Musketts . . . . .	2 " " "
1 Feather bed very old, 1 Rugg, 1 Coverlid one blankett .	3 " " "
	£1166 " 1 " — <sup>a</sup>

[In 1720 the Deane Winthrop farm was divided between John Grover and Joseph Belcher. The conveyance recited that John Grover inherited one fourth of the farm from his grandfather Deane Winthrop, purchased one fourth from his brother Deane Grover, and another fourth from Hezekiah Butler, who married Priscilla Haugh, a granddaughter of Deane Winthrop; also that Joseph Belcher bought one fourth of the farm from Samuel Royal, who married Priscilla Adams, granddaughter of Deane Winthrop.<sup>a</sup> The land assigned in this division to Joseph Belcher was conveyed by the widow Elizabeth Belcher June 27, 1748, to Thomas Pratt, who conveyed the same in 1752 to Henry Atkins, Thomas Goldthwait and others, who established a fishing station thereon, and called it Point Shirley. One hundred forty acres of upland and beach, bounded north and west by the heirs of John Grover, and on all other sides by the sea, and ten acres of salt marsh were conveyed by Pratt to the undertakers of the fishery.<sup>b</sup> This included Point Shirley, Great Head, and the beaches.<sup>c</sup>

<sup>a</sup> To this total the executors added: "Cash found in his chest," £43 18s., and "A Quantlty of vacant Land, some part lying on this side, & some on the other side of Merrimack River near Bilrica, being two Several Tracts."

<sup>b</sup> Suff. Deeds, L. 36, f. 216; dated December 2, 1720; acknowledged February 16, 1722/3.

<sup>c</sup> Suff. Deeds, L. 76, f. 2; L. 81, f. 154; a small parcel of marsh was excepted; a dwelling-house was mentioned in 1752.

<sup>d</sup> David Floyd of Winthrop has kindly furnished the items which follow.

By the conveyance above cited, John Grover became sole owner of the three hills in the northeast section of the town. He died in 1747 leaving a daughter Mary, who married Stephen Whiting of Boston. They mortgaged the farm at Pullen Point to Governor James Bowdoin, who thus became the owner. Governor Bowdoin died in 1790, and his daughter Elizabeth, who had become Lady Temple through her marriage with Sir John Temple, was the next owner. After the death of Lady Temple in 1809, the farm became the property of her granddaughter Elizabeth Bowdoin Temple Winthrop, a descendant of John Winthrop, Governor of Massachusetts. Miss Winthrop married Benjamin Tappan, and from the trustees of Mrs. Tappan's estate a part of the farm was conveyed to David Floyd in 1854, and in 1866 the remainder was sold to the City of Boston.]

## APPENDIX 15

*The Farm of Samuel Bennett*

[According to Savage, Samuel Bennett, a carpenter, came in the "James" from London in 1635, aged twenty-four,<sup>1</sup> was a member of the Artillery Company in 1639. Living near the boundary, he was accredited first to Lynn, where he received a grant of land. His wife Sarah died Jan. 18, 1682/3, aged 75, and was buried on Copp's Hill.<sup>2</sup> At the time that he purchased six hundred acres from Hill and Leverett in 1649, the Iron Works, situated in Lynn near the bounds of Boston and Reading, offered a source of profit. John Paul, who lived with Bennett several years previous to 1653, and whose "constant employment was to repaire carts, coale carts, mine carts, and other working materials for his teemes," testified in 1671 that "my master Bennet did yearly yearne a vast sum from the said Iron Works, for he commonly yearned forty or fifty shillings a daye . . . for he had five or six teemes goeing generally every faire day."<sup>3</sup>

Samuel Bennett's estate in Boston, purchased from Valentine Hill and John Leverett in 1649, and John Cogan in 1653, was known a century later as "Chelsea Pan Handle." It was a long narrow strip of land extending between Charlestown and Lynn bounds from the Pines River to Reading. The boundary-line on Charlestown side was determined before Bennett purchased the land by a committee appointed by the General Court:<sup>4</sup>

"Agreed by vs, whose names are vnder written, that the bounds betwene Boston & Charles Towne, on the nor east syde Misticke Ryver, shall run from the fiked tree vpon the rocky hill above Rumney Marshe, neere the written tree nore-nore west vpon a straight lyne by a meridean compas vpp into the countrie.

ABRAHAM PALMER,  
WILL<sup>m</sup> CHEESEBROUGH,  
WILL<sup>m</sup> SPENCER."

<sup>1</sup> According to a deposition dated December 13, 1676, he was then about 68 years of age. Lewis places him in Lynn in 1630.

<sup>2</sup> Lewis and Newhall, Lynn (ed. 1865), 172; 119, 212, 216; Whitmore, Copp's Hill Epitaphs, No. 1838.

<sup>3</sup> Lewis and Newhall, Lynn, 259; Records of Suff. County Court (1670-1681), 387, etc.

<sup>4</sup> Mass. Col. Rec., i. 162.

This was in 1636. The General Court in 1639 appointed John Oliver, Abraham Palmer and Tymothy Tomlins to settle the bounds between Charlestown, Boston, and Lynn above Rumney Marsh, if they could; if they could not agree, they were to certify to the Court how they found the matter.<sup>5</sup> Earlier efforts had proved unavailing,<sup>6</sup> but this committee reached an agreement:

"Wee whose name are vnderwritten beinge appoynted by the Court to settle the bounds betweene Bostone and Lin haue agreed to run a nor. northwest Line into y<sup>e</sup> Countrie from a tree marked, standinge close to Brides brooke. neere to the foote path, to be run by a Meridian Compasse, the propriety of any lands laid out to the inhabitants of Linn beinge not disturbed.

"An. 1639. subscribed by Abraham Palmer. Tymoth. Tomlins, John Oliuer."<sup>7</sup>

December 3, 1656, Samuel Bennett of Lynn and Sarah his wife conveyed to George Wallace, gentleman, for £355, £205 in cash and the balance secured by bond, "a farme howse at A place Called Rumly marish . . . in Boston . . . called Rumly Hall . . . with the barne there vnto belonging as also a howse standing on the North side of the sajd farme howse w<sup>th</sup> vpland and marish."<sup>8</sup> April 2, 1657, George Wallace reconveyed the land to Samuel Bennett, who released him at his request from his bond. The deed recites that Wallace, his son, and two men had their "Diett" at Bennett's house from November 1, 1656, to March 25, 1657, and that the farm had benefitted by "all y<sup>e</sup> worke y<sup>t</sup> m<sup>r</sup> wallis and his men Did on my farme which they leave behind them to my vse."<sup>9</sup>

December 29, 1656, during the tenancy of George Wallace, the selectmen of Boston voted: "Itt is agreed that att the next generall court motion bee made by our Deputyes that the line betweene Boston and Lynn may bee determined by the said court." At the May session of the General Court in 1657 the following order was passed: "In ans<sup>r</sup> to a petition from the inhabitants of Boston for laying out the bounds betweene Boston & Lynne, it is ordered, that Leift Joshua Fisher, of Dedham, or whom els they should appoint, shallbe & is hereby appointed to lay out the sajd bounds, & to runne a north north west lne into the country from the middle of Brides Brooke, neere to the floote path, to be runne by a meridian compas, the propriety of any lands layd

<sup>5</sup> Mass. Col. Rec., i. 263.

<sup>6</sup> *Ibid.*, 149 (July 8, 1635); 254 (March 13, 1638/9).

<sup>7</sup> Boston Rec. Com. Rep., vii. 47.

<sup>8</sup> Suff. Deeds, L. 2. f. 310.

<sup>9</sup> *Ibid.*, L. 3, ff. 13, 14.

out to the inhabitants of Lynne being not disturbed, according to agreement."<sup>10</sup>

June 1, 1661, Samuel Bennett of Rumly Marish presented a long petition<sup>11</sup> to the Selectmen of Boston. In it he recited that Lieutenant Fisher of Dedham under appointment in 1657 by the General Court ran the line between Boston and Lynn. Bennett then entered five complaints against Thomas Wheeler of Lynn. Wheeler laid out "a way from Reading to Lyn through my Corne feild & soe farr on this side of y<sup>e</sup> Jronworks towards Boston . almost to John Andrews house & soe about to Lyn which will bee with greate dammage as J conceiue to Boston Towne"; he sold timber from Boston lands; he contended that Mr. Fisher's line was not run aright; he had John Gardner of Salem run the line privately so as to "take away a great Tractk of Land from Boston" for "the said John Gardiner gaue noe allowance for y<sup>e</sup> Variation of the Compasse; as he told Majo<sup>r</sup> Hathorne as y<sup>e</sup> Majo<sup>r</sup> Hathorne doth testifie, which is y<sup>e</sup> practise of Artists in this Countrey . viz. to allow for y<sup>e</sup> Variation of y<sup>e</sup> Miridian Compasse."<sup>12</sup> Finally, Thomas Wheeler had drawn up a petition to the General Court to void Fisher's survey on the ground that the line had not been run to the farthest bounds, that is to Reading, but with the intention "to frustrate the Towne of Boston from haueing almost any p<sup>r</sup>ietie there in y<sup>t</sup> land & doe great dammage to mee in p<sup>t</sup>iculer whoe am Jnhabiting in Boston bounds. Wherefore," he concludes, "J doe Commend y<sup>e</sup> Consideration of it to you y<sup>e</sup> select men of Boston y<sup>t</sup> J may haue y<sup>r</sup> assistance y<sup>t</sup> J may not be wronged of my rights in o<sup>r</sup> owne bounds & do therefore desire as y<sup>e</sup> select men of Lyn are willing vnto it the lyne may be run & finished by Lieutenant ffisher of Dedham & Ensigne Noice of Sudburrough." He signs as "Yo<sup>r</sup> Loving freind & one of yo<sup>r</sup> owne Jnhabitants. Samuell Bennett."

June 24, 1661, the selectmen of Boston recorded that they had agreed with the selectmen of Lynn to have the line run by Lieutenant Fisher and John Gardiner, "if to bee had, or some other Artist." Yet the order for running the line was not given until March 31, 1662, April 22 being the day appointed. April 28, the selectmen received "the returne of Leu<sup>t</sup> Fisher Cap<sup>t</sup> Olliuer, Joshua Scottow and John Tuttle," who met the townsmen of Lynn 'at Brides Brook. "Leut. Fisher set his compas, but himeselfe

<sup>10</sup> Mass. Col. Rec., iv. Pt. i. 298.

<sup>11</sup> Original Papers, City Clerk's Office, i. 13. A. D. S.

<sup>12</sup> See Journal of Mass. House of Rep., 1763, appendix, p. xxxi, for a table of the past and prospective variations of the compass in New England, 1673-1800, prepared by Professor John Winthrop of Harvard.

and their Artist not agreeing of the variation, they desired to know, of the said Townsmen, wheather in case, we sent for M<sup>r</sup> Damforth who was to be vmpire wheather theay would submitt to his determination, theay replied noe for theare Towne was reasolued to put it to the Gennerall Court, vnles theire Artists could agree to runn without varacion." According to an entry of May 16, 1662: "The Lynne betwix<sup>t</sup> Linn & Boston was agreed vpon betwixt the Select men of each Towne as appears by Artickles bering date y<sup>e</sup> 12 May 1662"<sup>12</sup> The text of this agreement has not been found, but the line was described April 22, 1671. The report of Elisha Hutchinson states that "beinge desired by the Selectmen of Lin to run a line w<sup>ch</sup> is betwene Boston land or Rather m<sup>r</sup> S<sup>m</sup> Benits land & land belonging to Lin, I did Run (a line Nor Nor West by a meredian Compas, or an needle touched, which hes no Variation alowed) from the midle of bride brooke vntill we Came to Reding line as we supposed; And nere the Scotch house at a Crotched black Oake with a heape of Stones about it, we fell about fower Rods & a halfe to the westwards, towards Boston land, . . . and in the line ouer against Richard Georges house we fel aboute as much from a former mark . . . as we did at the Scotch house. this Line was Run 22 Apr: 1671 according to my best art & Skill." This line was accepted March 30, 1675, by the perambulators appointed by Boston and Lynn.<sup>14</sup> The perambulators of April 16, 1678, stated that the line was run "according to an agreement made between the two towns afores<sup>d</sup> with m<sup>r</sup> Samuel Bennet" May 15, 1662, and ran "N: N: west by y<sup>e</sup> Compass, or needle without allowing any thing for variation; which Line is paralel to y<sup>e</sup> Line betwixt Boston and Malden as it had been formerly Run." It passed through land of Goodman Edmonds, and near Goodman George's house, and left the "Scotch house" within Lynn bounds.<sup>15</sup> In 1681 the selectmen of Lynn were engaged in a lawsuit over lands northeast of this line claimed by William Brown by title derived from Bennett.<sup>16</sup>

December 20, 1658, Samuel Bennett with his wife Sarah, for "all debts formerly due by him . . . vnto willjam ffranckljn" and £66., conveyed to Phebe ffrancklin of Boston, widow. of said William, a farmhouse with 300 acres.<sup>17</sup> May 24, 1673, Peter Coffin

<sup>12</sup> Boston Rec. Com. Rep., vii. 4, 7, 8, 10.

<sup>13</sup> Original Papers, City Clerk's Office, l. 19, return of the perambulators of 1675 with autograph signatures; Boston Rec. Com. Rep., vii. 60, 94.

<sup>14</sup> Original Papers, City Clerk's Office, i. 22; Boston Rec. Com. Rep., vii. 119, 120. For Scotch house see Essex Co. Court Papers, iv. 55.

<sup>15</sup> Chamberlain MSS., iv. 3-17. See also Essex Co. Court Papers, L. 87-93.

<sup>16</sup> Suff. Deeds, L. 3, f. 290; recorded May 18, 1660.

of Dover with his wife Abigail conveyed one half of the above for £60 to Thomas Brattle of Boston, merchant. It was provided that "when it is measured & laid out by a skilfull artist if there shall want but five acres of the sd three hundred acres it shall be tacken & receuied for Satisfaction & if it shall want more the sd Coffin is to make it full three hundred acres." July 2, 1673, Benj. Muzzey conveyed to Thomas Brattle for £77 the other half of the farm with "flarme-house & Barne . . . gardens orchards trees ffences."<sup>18</sup> In 1678 and 1681 Captain Thomas Brattle was one of the perambulators of the Lynn-Boston line. March 13, 1683/4, the Probate Court approved a division of the estate of Captain Thomas Brattle by which this farm of 300 acres, "lying on Rumney Marsh side" in Boston, with the salt-marsh thereto belonging, — both in the tenure and occupation of Gershom Davis,<sup>19</sup> — were assigned to Nathaniel Oliver, John Eyre and Joseph Parson in right of their wives, three of the seven children of Capt. Thomas Brattle. October 13, 1685, Nathaniel Oliver with his wife Elizabeth, and Joseph Parsons with his wife Bethiah conveyed their rights in this farm, still described as in the occupation of Gershom Davis, to John Eyre and his wife Katharine. Reference is made to a plat of the land by James Taylor surveyor.<sup>20</sup> February 4, 1686/7 John and Katherine Eyre for £200 conveyed the same, still in the occupation of Gershom Davis, to William Boardman of Malden, joyner. It was then bounded on the one side by the Malden line; on the other side by the Lynn line and Reading road, which ran "between the above granted farm and the farm of Daniel Hutchins." On the S.E. lay the farm of John White; on the N.W. that of Isaac Waldron deceased. In March, 1692/3, William Boardman was chosen constable for Rumney Marsh. He died March 14, 1696, aged 38, and was buried at Malden. August 6, 1696, his widow Sarah was appointed administratrix of his estate.<sup>21</sup> March 14, 1705/6, Thomas Cheever of Lynn with his wife Mary, and Lydia Boardman of Lynn, for £235 7s. current money, quitclaimed to William Boardman of Lynn, yeoman, their right in the real and personal estate of their father William Boardman deceased, including this farm of 300 acres in Boston, bounded on the south by Jeremiah Beleher; W. by land which was Malden Common; N. by Francis Smith and Walden's farm; E. by Lynn Common and the road from Reading to Lynn. The estate included

<sup>18</sup> Suff. Deeds, L. 9, ff. 123, 124.

<sup>19</sup> *Supra*, p. 150, note 2.

<sup>20</sup> Suff. Deeds, L. 13, ff. 96, 380.

<sup>21</sup> *Ibid.*, L. 24, f. 21; Malden Vital Records; Suff. Prob. Rec., L. 11, f. 189. Inventory, *ibid.*, f. 190.

also a six-acre lot in Lynn marshes; one half of Squire's meadow in Malden, and one half of a six-acre lot of salt-marsh in Lynn. Thomas Cheever reserved one half the latter for himself. Mary Cheever and Lydia Boardman made their mark. The deed was acknowledged before Nicholas Paige at Rumney Marsh March 2, 1708/9.<sup>22</sup> According to the return of the perambulators of 1711 the boundary line of Lynn passed from an oak in Sarah Paul's land to a tree in William Boardman's land, and thence "across the River" and "through the Stack of Chimnyes" in his dwelling-house; in 1717 B was marked on one side of his door and L on the other. In 1732 the line ran "across a small rivulet" to the door of Boardman's house marked B.L, through the stack of chimneys, and "across a small brook" to a stump in his field. The division of this house between two towns led to tax disputes. In 1708 the selectmen of Boston directed the constable to levy the poll taxes on the estate by distress in order to bring the matter before the courts, as for three years preceding the "same Polls" had been rated both to Boston and to Lynn. Boardman's barn and the greater portion of his farm, the selectmen asserted, lay in Boston, where the polls had been rated and paid "time out of minde here to fore."<sup>23</sup>

The children of William (2) Boardman by his wife Abiah, recorded at Lynn were: William, born July 29, 1710; John, August 26, 1712; Mary, March 25, 1716; Sarah, March 18, 1719/20; Sarah, May 11, 1722 (presumably married Francis Smith of Reading, 1746); Aaron, March 14, 1724/5 (married Mary Cheever of Lynn); Amos, March 12, 1727/8; Samuel, July 27, 1731. December 30, 1752, William Boardman of Chelsea conveyed to Aaron Boardman for £450 "one Dwelling house, partly in the Town of Lynn and partly in the Town of Chelsea, and Barn with about two hundred acres of Land being the said William Boardmans Dwelling house and homestead he now lives on partly in the town of Lynn, and the biggest part in the Town of Chelsea." It was bounded southerly by land of Joshua Cheever, easterly by the Country road, by land of David Potter, by land of John Boardman, and by the Lynn line; northerly by land sold off from said premises; westerly by six acres sold to William Boardman, Jr., by the Malden line and by other land of said William Boardman, Jr. The conveyance also included the negro

<sup>22</sup> Suff. Deeds, L. 24, ff. 142, 143. See also L. 82, f. 147. Thomas Cheever was a son of Rev. Thomas Cheever of Rumney Marsh.

<sup>23</sup> Boston Rec. Com. Rep., viii. 85; xi. 76; Original Papers, cited above, ii. 16.



man named Mark, and all the personal estate of the grantee. On the same day William Boardman conveyed to John Boardman (of Lynn) for £200, fifty-five acres bounded northerly, westerly, and southerly by land of Aaron Boardman; easterly by the country road (Lynn to Reading), by land of said John, and by land of Aaron Felt. By a conveyance (undated) acknowledged at Lynn January 8, 1753, William Boardman conveyed to William Boardman, Jr., for £200 fifty-two acres "whereon his Dwelling house and Barn stands," bounded westerly by the Malden line, southerly by Joshua Cheever, easterly and northerly by land of Aaron Boardman; also six acres of woodland. Abiah Boardman released her right of dower. Presumably William Boardman, Sr., died before February 12, 1754, as on that date Aaron Boardman of Chelsea conveyed to Amos Boardman for £106 twenty six and one half acres bounded northerly by "land of which William Boardman of Chelsea died seized."<sup>24</sup>

William (3) Boardman married Elizabeth Hill of Malden, where the intention of marriage was recorded September 7, 1735. He was described as of Lynn. The children of William and Elizabeth Boardman, recorded at Chelsea, were: William, born 1736-15th day-1st month; Benjamin, 1737-7-4; Bethesda, 1741-12-11; Thomas, 1744-15-1; Nathaniel, 1749-16-8. May 20, 1758, William (3) Boardman, "being engaged in an Expedition against his Majesty's Enemies of the French & Indian Nations, which I think I have entered into with Seriousness & Deliberation," executed a will, in which he designated his eldest son William Boardman executor and residuary legatee, "desiring him to consult & take the advice of the Reverend Mr Joseph Roby in his Management & disposall of his Younger brothers." To each of his sons, Benjamin, Thomas, Nathaniel, and Joseph, he bequeathed £20 payable when they were twenty-one years of age. Thomas was "to be speedily put an Apprentice to a Master of good credit & of such trade or Occupation as he the said Thomas shall chuse." Nathaniel and Joseph were to be supported by the estate until fourteen, and were to be taught "the Principles of the Christian Religion," also "reading writing and cyphering so far as is Necessary for a Tradesman: And as each of my said two Sons Nathaniel & Joseph arrive to the age of fourteen Years, then my said Son William Boardman shall put or Cause [them] to be put to Apprentice . . . to good Masters of Credit & Reputation, & of such trade or Occupation as they or each of them shall Chuse,

<sup>24</sup> Vital Records of Lynn; Suff. Deeds, L. 81, ff. 233, 235; L. 82, f. 147; L. 92, f. 175.

untill they or each of them Arrive to the age of Twenty-one Years." The will was probated May 29, 1761. April 14, 1758, William Boardman of Chelsea enlisted as a private under Captain Slocomb in Colonel Joseph Williams' regiment for the expedition against Canada. With other members of his company he received billeting money from the day of enlistment until May 27, and during that period executed his will. Doubtless he took part in the expedition against Louisburg (May 28 to July 26). He was reported as discharged November 1, 1758. April 2, 1759, William Boardman of Chelsea enlisted in an independent company under Captain Thomas Goldthwait. It was then stated that he had served on a former expedition against Canada.

A petition by William Boardman, dated June 7, 1754, illustrates the tax collector's difficulties. He was thrown into the jail at Boston for two hundred odd pounds due the Province as Collector of Taxes in Chelsea. The General Court authorized his release on giving bonds, and allowed him twelve months in which to collect the taxes due. But he spent ten months in the jail before he could find bondsmen, because they "doubted of y<sup>e</sup> Memorialists Estate till that Time." Two months after his release, he had paid £40, hoped in a few days to pay £60 more, and asked for an extension of time. An extension of six months was granted.<sup>25</sup>

When the direct tax of 1798 was assessed Aaron Boardman was occupant and owner of the house abovementioned, one half of which was valued at \$121, "the other Half of the House Lying in Lynn & owned by the same Man." It was of two stories and was "Verry Old"; the half in Boston covered 600 feet and had nine windows. Aaron Boardman owned 140 acres lying between William Boardman and the Lynn line, with Phillips Payson to the south (\$1400); also 60 acres of woodland (\$480), and six acres of salt-marsh (\$90). At the death of Aaron Boardman the Lynn side of the house was set-off to his widow. A conveyance dated in 1806 shows that the house stood on the north side of the road from Malden to Lynn, while the road from Reading to Lynn passed the farm to the east of the house. Elias Bryant of Stoneham with his wife Mary, James Floyd of Chelsea with his wife Eunice, Lydia Boardman of Chelsea single, and Joseph Cheever of Lynn with his wife Huldah, — all daughters of Aaron Boardman, — quitclaimed to Abijah Boardman their rights in the estate of their mother, Mary Boardman. April 13, 1754, the intention of marriage of Aaron Boardman of Chelsea and Mary Cheever of Lynn was filed at

<sup>25</sup> Suff. Prob. Rec., L. 59, f. 19; Mass. Archives, xvi. 114, 298, 402; xvii. 106; xlv. 1. See also xcix. 26, 69, 77, 368, 370.

Chelsea. They were married September 26, 1754. She was the daughter of Thomas and Eunice Cheever, was born May 4, 1732, and died September 14, 1805.<sup>26</sup>

In 1798 William Boardman owned 49 acres lying between Aaron Boardman and the Malden line, with Phillips Payson on the south and Thomas Hills on the north; also a house, which covered 1238 feet, had two stories and 19 windows, and was "Verry Old"; also a barn 30 X 28. The total valuation of house and land was \$898.

To return to the seventeenth century and Samuel Bennett's farm, on December 5, 1665, "Jn<sup>o</sup> Gifford Aged 40" or thereabouts deposed that about the year 1663/4 at the request of his kinswoman Mrs. Hargrave, wife of Captain William Hargrave, mariner, of "Horsley downe neere London," he inquired of Samuel Bennett what estate he would settle upon his son Samuel in case he married her daughter. Bennett replied that he would "possess him w<sup>th</sup> that estate that now he is dwelling in; in the road way Betweene Boston & lynne which was worth as he then sajd eight hundred pounds, and also he would add fowe<sup>r</sup> score pounds stocke of Cattle," on condition that Samuel Bennett, Jr., should not alienate the lands, and should engage to pay said Samuel, Sr., an annuity of £20 if the latter "stood in need thereof." December 7, Samuel Maverick deposed that Bennett promised to convey the house "w<sup>th</sup> barnes stables & all other outhouses orchards gardens, & all the vpland & meadow fenced in belonging at present to the aforesajd farne w<sup>th</sup> seuerall ake's of woodland adjacent & eighty pound worth of stocke" with the same conditions as above. These depositions were recorded at the request of Samuell Bennett, Jr.<sup>27</sup>

October 16, 1666, Samuel Bennett of Boston, gentleman, conveyed the lands above promised to Samuel Bennett, Jr., and his wife Sarah, daughter of Captain William Hargrave of London, for life, then to the "male heirs of his body lawfully begotten" with reversion in case of failure of such heirs to said Samuel Bennett, Sr., and the "male heirs of his body being lawfully begotten viz<sup>t</sup>: John Bennet & Elisha Bennet & their Male heirs . . . & soe from Generation to Generation for Ever." He conveyed "his now Dwelling house w<sup>th</sup> the barn<sup>s</sup> out houses garden Orchards with a feild inclosed of eorne land & a parcell of Salt Marsh in the Same feild, & containing about fifty Acres be it more or lesse,

<sup>26</sup> Suff. Deeds, L. 218, f. 72, November 10, 1806; L. 133, f. 175. See also L. 193, ff. 90, 91.

<sup>27</sup> *Ibid.*, L. 4, f. 328.

as also a parcell of upland or Pasture land adjoyning thereunto upon the North West . . . of about five hundred Acres more or less," — Rumney Marsh Creeke lying S.E., Malden common S.W., a spruce swamp N.W. From the swamp the line "goeth to the place where wilkinson Set up his hay Stack frō whence it goeth by a Small Brooke or Runn that goeth into the Swamp, that lyeth before the Now dwelling house of Richard George, on of the said Bennets Tennants bounded on the North-East, with bridge brooke at the foote & upwards with the lands of William Edmands in part, & with the farme of Edward Baker in part, & with the farme of William Merriam all upon the North-East side," that is, in Lynn. This deed was recorded Jan. 20, 1670/71; from the endorsements thereon it appears to have been produced in court.<sup>28</sup>

March 1, 1671/2, Samuel Bennett with his wife Sarah conveyed to his son John Bennett for £100 their farm of 700 acres "Layed out as it was formerly vnto my soñ Samuëll Bennett." This deed was proved by the testimony of witnesses February 4, 1673/4; recorded February 12, 1673/4, and, according to a marginal record, acknowledged by Samuel Bennett March 7, 1673/4.<sup>29</sup> In the meantime, June 28, 1673, Samuel Bennett with his wife Sarah conveyed the same farm of 700 acres to Elisha Bennett. It was described as bounded S. by a salt water creek; W. by Benj. Muzzey, Brian Bradeene and the Malden line; N. by Long pond & John Wilkinson; ranging down from said Wilkinson by the brow of an hill to land of Tego Barrow, and being also bounded on the E. by William Merriam, Edward Baker and William Edmonds (i.e. by Lynn) to "Bridges brooke." This deed was recorded July 2, 1673.<sup>30</sup> March 19, 1673/4, John Bennett of Rumly-marsh, mariner, conveyed to Elisha Bennett, mariner, one half of this farm. The saltwater creek to the south of the farm was said to run from Brides Brooke to Captain Caines (Keayne's) bridge. On the east the line ran from John Wilkinson's land "partly by a Swanpe or brooke that runs downe to an house that is now or late in the tenure and occupation of Thomas Stocker," and by Merriam, Baker, and Edmunds to "Brides brooke." Both John and Elisha Bennett mortgaged their lands that year.<sup>31</sup>

February 2, of the same year, Samuel Bennett granted to his son John Bennett his "Six Oxen, and Six Cowes now vpon my farme

<sup>28</sup> Suff. Deeds, L. 7, ff. 76-78.

<sup>29</sup> *Ibid.*, L. 8, f. 294.

<sup>30</sup> *Ibid.*, L. 8, f. 188.

<sup>31</sup> *Ibid.*, L. 8, ff. 339, 388, 396-398.

where J live, and all my vtensells, as Carts ploughs, yoakes, chaines, wheels &c all which said vtensells are to be valued by Two indifferent men, the price of which said vtensells the said John Bennet is forthwith to pay his said father for . . . the a foresaid Oxen & Cowes to be at his free and full dispose."<sup>22</sup> John Bennett leased the farm and stock to Dr. Waldron. In 1676 a lawsuit arose, during which Elizabeth George, aged about 50, testified that she was "present at M<sup>r</sup> Waldrons farne house, when m<sup>r</sup> Samuel Bennet tooke a paire of Jron Doggs out of his house" and "from offe m<sup>r</sup> Waldrons farme, Three Oxen Two Cowes, & two heifers," that "neither she nor any other of m<sup>r</sup> Waldrons Servants . . . did . . . assist him or them," and "that m<sup>r</sup> Waldron her master was not then present, neither did he give any order to her, or any other of his Servants in writeing, or send any as he was wonted to do, if he desired any considerable thinge to be done, and furthermore she testifyeth, that after the Cattle was taken away she happened to see John Bennet, & told him that the Cattle was gone as abovesaid, and desired to know of him what he would do about them, his answer was they was m<sup>r</sup> Waldrons, and that he would require them at his hands, and therefore would not stirr a step after them, so after this discourse she told her master how things was and further saith not."<sup>23</sup> Benjamin Mussy and John flood (Floyd) assisted Bennett to drive the cattle to "old Goodman Chaddocks pasture." The andirons were carried to the house of Benjamin Muzzy. A suit for them was instituted in the County Court, and carried by appeal to the Court of Assistants, although Muzzy asserted that "those Andirons or such like [never] sould att the Jron workes where they were made for above thirty shilling in Comon pay." Also if Waldron was absent it was because after he "had bid said Bennet take away said Doggs; said Waldron went to his owne ffarme"<sup>24</sup> to order goodm: George to bring away the two oxen hee had there at worke And to deliuer them to said Bennet."<sup>25</sup> What chiefly impressed Samuel Bennett was that he got no money either for the andirons or for the oxen. When he arrived with the latter at Goodman Chaddock's, "Joseph Armitage, to whome he delivered

<sup>22</sup> Chamberlain MSS., iii. 196; a certified copy. According to an endorsement the signature of Samuel Bennett was sworn to by one of the witnesses, November 28, 1676.

<sup>23</sup> *Ibid.*, iv. 7.

<sup>24</sup> Dr. Waldron had purchased from John Bennett a farm near Reading line.

<sup>25</sup> Reasons of Appeal of Benjamin Muzzy, February 27, 1676/7. D. S. Chamberlain MSS., iv. 5. The judgment was reversed. Records of Court of Assistants, i. 79.

the abovesd oxen said, that whereas he was indebted to him he would have the Two Oxen for it. So that if he did sell them he had nothing for them."<sup>20</sup> During a lawsuit about an imperfect land-title John Floyd said it was well known that Samuel Bennett, Sr., "sold everything he could for drink."<sup>21</sup>

May 19, 1671, Samuel Bennett for £5 in cash and £25 to be paid conveyed to Brian Bredane of Malden 10 acres bounded E. by a hedge on said Bennett's land, N. by "a cart way that goes downe to the Brooke neer to y<sup>e</sup> white oake marked with a letter M. on the one side and B. on the other," W. by the Malden line. He was given permission to eart wood to the said Bennett's landing place in winter. December 25, 1672, Bennett gave possession on the premises; July 8, 1674, the witnesses to the delivery of possession made oath thereto, and the deed was recorded.<sup>22</sup> July 3, 1704, Elisha Bennett, then owner of the entire farm, quoting his father's deed, quitclaimed to Bryan Bredeane this land, "where the said Bredane now lives." East of where the old hedge stood in 1671 was the land of John Waite. The conveyance mentions the eart way and the "white oak formerly marked."<sup>23</sup> In the return of the perambulators of the Boston and Malden bounds in 1732 and 1735 one boundary-mark stood near "Mr. Bredeens fence." Berry owned land to the north and Samuel Jenkins that across the line in Malden.

The will of Briant Breeden of Rumney Marsh, dated April 17, 1716, was probated September 26, 1720. He gave to his daughters, Abigail and Mary Breeden, his personal estate within doors, a cow, twenty pounds, and the right to live in the east end of the house so long as they remained unmarried, and to cut fire wood from the farm. To his sons, James and Samuel Breeden, he gave the remainder of his estate, except the land he had already given to his son Samuel by deed of gift. If one son sold, he was to sell to the other, "and not to sell out of the name of the Breedens."<sup>24</sup> The witnesses were Hugh and Benjamin Floyd, John Leath. The births of two children were recorded as of Malden, Elizabeth in November, 1668, Samuel in 1671. September 22, 1720, James

<sup>20</sup> Certified copy of Bennett's testimony in *Waldron vs. Bassett*. Chamberlain MSS., iv. 8; Records of Court of Assistants, i. 78. The judgment in favor of Waldron was affirmed, presumably because the conveyance from Samuel to John Bennett mentioned cattle but not household utensils.

<sup>21</sup> Suff. Early Court Files, 26.191; Middlesex County Court Records (1671-1681), 158; *ibid.*, Suff. County (1671-1680), 406, 407.

<sup>22</sup> Suff. Deeds, L. 8, f. 439.

<sup>23</sup> *Ibid.*, L. 21, f. 680.

<sup>24</sup> Suff. Prob. Rec., L. 21, f. 810.

Breedeane of Kittery, York County, Maine, quitclaimed to his brother Samuel Breedeane of Boston his right to his father's real estate and out-of-door moveables. The consideration was ten pounds, and the payment of their father's debts and legacies. This was acknowledged at Lynn on the same day.<sup>41</sup> The land continued in the possession of the family until March 27, 1786, when it was conveyed by Jacob Breden of Chelsea to Edward and Caleb Pratt for thirty pounds lawful money. There were ten acres "with a dwelling house and hovell on said land." The abutters were Samuel, Joseph, David, and John Waite, Benjamin Henderson and widow Farrington in Rumney Marsh; and Daniel Chadwick, William Harris, and Benjamin Waite on the Malden line.<sup>42</sup> Edward Pratt and Caleb Pratt 3d were taxed for this land in 1798. It was described as "pine land" and "verry poor," and was valued at \$100. No buildings were listed. Presumably it was the land in the extreme N. W. corner of Revere assigned on Hopkins' Atlas to Pratt and to W. O. Hall.

May 6, 1672, Samuel Bennett for £35 conveyed to Benj. Muzzey the "further pasture," bounded S. W. by the creek and N. W. by the Malden line, touching at one end the bridge across the creek on the road from Winnisimmet to Lynn. July 16, additional land adjoining thereto was conveyed. The latter was described as "Land on the high Rocks . . . about the place commonly called written trees," and was bounded W. by said Muzzey and the Malden line to Bredane's Land; N. by land of Brian Bredane "formerly bought of mee the s<sup>d</sup> Bennet as the old Logg fence now is to a gapp or old cart way leading to elapboard Swamp"; E. by land of said Bennet "by a Cart way"; S. by the "Country way," that is, the road from Winnisimmet to Lynn. October 13, 1674, John Bennett quitclaimed to Muzzey both parcels.<sup>43</sup> The creek mentioned above separated the first parcel from the Keayne farm, of which Muzzey was at one time tenant.<sup>44</sup> There was a house on this farm, of 40 acres according to a conveyance of November

<sup>41</sup> Suff. Deeds, L. 34, f. 261.

<sup>42</sup> *Ibid.*, L. 156, f. 113. Breden sold a wood lot of six acres to John Batts, L. 157, f. 232. It was bounded east by Samuel Berry, north by Mr. Henderson, south by Daniel Chaddock, west by Samuel Wait on Malden line. According to the conveyance to Bryant Bredean from Elisha Bennett, January 17, 1708/9, this lot measured forty poles on the Malden line. L. 30, f. 202; L. 157, f. 233. According to the Chelsea Town Records, Jacob Bredeen died March 14, 1787, aged 76, according to the church records. His wife Hannah died in January, 1780, aged 68.

<sup>43</sup> Suff. Deeds, L. 9, ff. 420, 421.

<sup>44</sup> *Infra*, chap. xix.

19, 1696, from Elisha Bennett to John Waite, son-in-law of Benj. Muzzey.<sup>45</sup> John Waite owned land also in Malden, where he was born. His father, John Waite, and his grandfather, Joseph Hills, were the most prominent citizens of Malden, representing it in the General Court for the first thirty-four years of its existence as a town.<sup>46</sup> The name of David Waite appeared on the direct tax of 1798 as owner of a portion of this land. Adjacent owners were Joseph Wait and John Wait, Jr. This was the land assigned to J. H. Ricker and T. Horley (or T. Hurty) on Hopkins' Atlas, the land north of Black Ann's Corner on either side of Salem Street, including the land on which the schoolhouse stands.

June 12, 1672, Samuel Bennett for £6 cash and £54 to be paid later conveyed to Teague a Barrow of Rumney Marsh, 30 acres bounded N.E. by the Lynn line, "Namely the Line Last run & is called by the name of the parralell Line," beginning in said line at the field of Goodman Mirriam's; N.W. by said Bennett, the line crossing from the Lynn boundary W. towards the "Rocks" to a walnut stump; S.W. by said Bennett, "there beeing seuerall trees marked on the Sides of the Rocks," to a great red oak "by the brooke that runs downe to Goodman Mirriams feild"; S.E. by said Bennett. He excepted land S.W. of said parallel line belonging to Goodman Mirriam (of Lynn). He granted rights of common for cattle and for firewood for life; also a right of way through Bennett's lands, "and a Cartway to the Creeke or water side at the vsuall Landing place through the s<sup>d</sup> Bennetts Marsh both in Winter & sumer tymes." He gave possession on the premises in the presence of John Wayte, John Dowlittle, and Benjamin Muzzy June 12, 1672; and acknowledged the deed November 15, 1672. June 9, 1674, John and Elisha Bennett quitelained this land to Teague a Barrow. The deed recites that Samuel Bennett before the date of his deed to Barrow had conveyed the farm to his son John, and said John had since granted one half the farm to his brother Elisha.<sup>47</sup>

July 29, 1674, John and Elisha Bennett of Rumly Marsh, mariners, for £180 conveyed to Nathaniel Greenwood of Boston, shipwright, and John White of Boston, joiner, 200 acres more or less, bounded S.W. by land of said John and Elisha, land of John Wilkinson, and the Malden line; N.W. by land of Thomas Brattle

<sup>45</sup> Suff. Deeds, L. 14, f. 443; L. 17, f. 325; L. 35, f. 163. See also *infra*, the appendix to chap. xxi.

<sup>46</sup> Corey, Malden, 165-185; N. E. Hist. and Gen. Reg., xxvi. 82.

<sup>47</sup> Suff. Deeds, L. 8, ff. 344, 420. See *infra*, p. 287.



and land of William Bartholmew; N.E. by "Land that belongs to the owners of the Iron workes at Linne" and by Lynn common; S.E. by land of Joseph Jenkes; also 10 acres of salt marsh meadow "neere unto the dwelling house of the s<sup>d</sup> John Bennet & Elisha Bennet," bounded S. by a salt water creek, etc.; also one half of "Squires" meadow in Malden, seven acres. This deed was acknowledged January 22, 1675/6.<sup>48</sup> March 30, 1702, the heirs of John White for £300 conveyed to Jeremiah Belcher this farm of 200 acres, citing the earlier deed and repeating bounds therein given. April 1, 1702, Samuel and Ebenezer Stocker, at the request of Jeremiah Belcher and the heirs of John White, accompanied by witnesses, pointed out the bounds of the farm as they had been shown to their father by Samuel Bennett. On the north the line was "by the brooke there running beginning at the Land of Mr. Samuel Jenkes and Ending at the Land of Mr. Bartholomew now in the possession of Daniel Hutchins and the land of Mr. Thomas Brattle." Possession of the house and land by twig and turf was delivered by two of the heirs, Edward Martyn (by right of his wife Sarah) and Edward White. The farm was "lately in the occupation of Thomas Townsend," tenant preceding Thomas Cheever on the Parker farm of the Vane allotment.<sup>49</sup> May 29, 1708, Joseph Burnap divided the farm between Edward, Joseph, and Ebenezer Belcher, sons of Jeremiah Belcher.<sup>50</sup> Dec. 22, 1708, Jeremiah Belcher of Hog Island and his wife Sarah<sup>51</sup> executed a deed of gift of one third of this farm to Joseph Belcher. This third was "to lye on the Northerly side of s<sup>d</sup> farm according to such bounds as the aboue named Joseph Belcher and his brothers Edward Belcher and Ebenezer Belcher haue with mutual consent agreed shall be the parting bounds of said farm between them." Jeremiah signed the deed; Sarah, his wife, made her mark. The witnesses were Thomas Cheever and Nathaniel Oliver. It was acknowledged December 22 before Nicholas Paige, J.P.<sup>52</sup> By deed signed on the same day before the same witnesses Edward Belcher of Lynn, yeoman, with his wife Mary, for £25 4s. conveyed to Joseph Belcher of Hog Island, 24 acres lying at the upper end of the land given the said Edward by his father, Jeremiah Belcher, next unto Boardman's land.

<sup>48</sup> Suff. Deeds, L. 9, f. 288. June 8, 1680, Nathaniel Greenwood of Boston, shipwright, with his wife Mary conveyed to John White of Boston, joiner, for £104 his rights in the farm. *Ibid.*, L. 14, f. 140.

<sup>49</sup> *Ibid.*, L. 21, ff. 1-3, 50.

<sup>50</sup> *Ibid.*, L. 28, f. 136; L. 35, f. 95.

<sup>51</sup> *Infra*, chap. vii.

<sup>52</sup> Suff. Deeds, L. 24, f. 167.

February 13, 1719/20, Joseph Beleher and his wife Hannah conveyed this 24 acres to Ebenezer Merriam and Theophilus Merriam.<sup>52</sup> August 2, 1714, Ebenezer Beleher and his wife Ruth conveyed to Joseph Beleher of Hog Island for £250 current money his third of this farm. The witnesses were John Floyd, Thomas Berry, and Thomas Cheever. Ebenezer signed; Ruth made her mark.<sup>54</sup> August 1, 1720, Joseph Beleher of Hog Island and his wife Hannah conveyed to Thomas Cheever of Lynn (son of Rev. Thomas Cheever), two thirds of the farm, estimated at 218 acres, and two thirds of the saltmarsh; also marshland in Lynn.<sup>55</sup> The farm which lay to the north of this land was owned by Cheever's brother-in-law, William Boardman. Cheever had already purchased 84 acres in Rumney Marsh, but his dwelling-house and tan yard were across the boundary in Lynn. Apparently his sons, among whom these lands in Chelsea were divided, lived also in Lynn. Buildings were mentioned on the 80 acres which his grandson Thomas, son of Thomas, mortgaged October 20, 1762. Aaron Boardman reported to the selectmen that Thomas Cheever with his wife Mary and five children, Mary, Thomas, John, Sarah, and Abiah, and a nurse child, John Berry, removed from Lynn to Chelsea early in October, 1768. They were warned by the selectmen to depart.<sup>56</sup>

August 25, 1674, Samuel Bennett for £6 10s. cash and £6 10s. to be paid on the twenty-fifth day of August every year for life, "if living in New England," conveyed to John Bennett a farm of 200 acres, bounded N.E. by John Jiffard;<sup>57</sup> W. by the Malden

<sup>52</sup> Suff. Deeds, L. 24, f. 166; L. 39, f. 231.

<sup>54</sup> *Ibid.*, L. 28, f. 136.

<sup>55</sup> *Ibid.*, L. 35, f. 144.

<sup>56</sup> According to the law of that day a man might live during the greater portion of his life in a town and pay taxes there, yet if he had been legally warned to depart within twelve months of his arrival, he could not acquire a legal residence there, and if he became later a public charge, he was returned to his earlier home. For a curious instance of the working of this law see *Chelsea vs. Malden* (4 Mass. Rep., 131), where Jacob Breden, who was born, and had lived during the greater part of his life, in Malden, was decided to be chargeable upon Lynn because twelve years before his birth his father, Joseph, lived six years in Lynn without being warned out of town. For the conveyances from Thomas Cheever to his sons, etc., see Suff. Deeds, L. 88, ff. 33, 35; L. 94, f. 275; L. 99, f. 229. March 2, 1774, Joshua Cheever of Lynn for £93 6s. 8d. conveyed 50 acres, woodland and pasture in Boston and Lynn, to Phillips Payson, to whom it was assigned in the tax list of 1798. In 1774 the lands of William and Aaron Boardman bounded it on the north, and Abner Cheever on the south. L. 125, f. 160.

<sup>57</sup> Giffard in L. 9, f. 246.

line; S.E. by Thomas Brattle and William Bartholmew; N.W. "reaching unto the uttermost extent of Boston Bounds." This deed was acknowledged November 13, 1674, and recorded July 13, 1675. On August 9, 1675, John Bennett for £80 conveyed the same to Isaac Waldron of Boston, physician.<sup>48</sup> September 26, 1695, John Usher as administrator of the estate of Isaac Waldron, reciting that the deceased had died "indebted unto several persons as well in England as in this country farr beyond what his whole Estate both real & personal would reach to satisfy," conveyed the farm, estimated at 200 acres, to Daniel Smith of Charlestown for £46.<sup>49</sup> January 2, 1700/01, Daniel Smith of Charlestown with his wife Elizabeth for £50 conveyed to Thomas and Richard Upham, brothers, both of Malden, weavers, "a small house," and "about Sixty acres of land," in the improvement of Thomas Williams. The land was bounded W. by the Malden line; N. by the Reading line; E. by the Lynn line; S. by lands late in the possession of William Boardman deceased, and were stated to be the lands "w<sup>ch</sup> I form'y purchased of John Usher Esq<sup>r</sup>. of Boston" and "commonly called D<sup>r</sup> Waldron's Farm."<sup>50</sup> Apparently after the boundaries of Lynn, Reading, and Malden were settled the farm was found to contain less than 200 acres.

April 1, 1678, John Bennett of Boston, mariner, being "now shortly to take a voyage and to leave his wife," etc., executed for the benefit of his "now wife Aphra Bennett and their two Children John Addams and Sarah Bennet" a deed of gift of his half of the farm then in the joint possession of John and Elisha Bennett "each Brother an halfe part of the houses as aforesd (except the great dwelling house wholly the sd. John Bennets)." The farm was bounded "South-Eastwardly by the great Creeke or River that cometh up from between Lyn and Boston, North-Eastwardly by the bounds between Lyn and Boston from the Meddow to the Lands of Edward Baker Senior and of William Mirriam both of Lynn and then by them and their Lands unto a Brooke that cometh before Richard Gorges house and runneth down towards Mirriams Land aforesd. and so goeth up by that brooke on the North-East side to the Lands of John Wilkinson, Southwestwardly by Malden Line, onely excepting the Lands of Teague Barrow & Benjamin Muzzey Senio<sup>r</sup> and Bryan Bradeen."

<sup>48</sup> Suff. Deeds, L. 9, ff. 225, 246.

<sup>49</sup> *Ibid.*, L. 18, f. 261. The petition of John Usher and Priscilla Waldron, administrators, for power to sell is in Mass. Archives, xvi. 361.

<sup>50</sup> Suff. Deeds, L. 20, f. 155. See also L. 19, f. 243, Daniel Smith to John Bradstreet, January 21, 1698. John Bradstreet of Medford quit-claimed to Smith the farm which he bought from him. L. 20, f. 86.

John Addams was to receive £50 when twenty years of age, the remainder was to descend to "Sarah Bennett my onely daughter." Robert Brimsdon (or Bronsdon) of Boston, merchant, and Lieutenant Oliver Purchis of Lynn were appointed guardians for the children, and were given the care of the estate. This deed was acknowledged by John Bennett January 13, 1681/2, and recorded April 10.<sup>61</sup> Sarah daughter of John and Aphra Bennett was born June 13, 1677.<sup>62</sup> February 19, 1684/5, Aphra, wife of John Bennett of Rumney Marsh "living in the road to Lynn," was presented "for selling strong drinke entertaining mens Servants and Children contrary to Law." She acknowledged that within twelve months she had sold cider at 2*d.* per quart, with sugar 3*d.*, and was fined £5.<sup>63</sup>

In 1684 Davie and Floyd, attorneys of Elisha Bennett of London, mariner, brought suit against John Bennett of Rumney Marsh for a division of the farm according to the deed of March 19, 1673/4.<sup>64</sup> January 10, 1686/7, John Bennett, "late of New England" for £300 conveyed to Elisha Bennett his half of the farm (600 acres more or less). It was described as bounded E. by Lynn; W. by Malden; N. by John White and John Wilkinson; S. "by the Creek in Rumney Marsh." March 28, 1687, the witnesses made oath before Edward Randolph of the Council. The deed was not recorded until February 13, 1716/17, when Elisha Bennett mortgaged the entire farm for £250 bills of credit emitted that year.<sup>65</sup> Apparently the deed of gift from John Bennett to his wife and children (as above cited) was ignored. At the July term of Court in 1691 Elisha Bennett of Boston, mariner, brought suit against Jonathan Nutton of Rumney Marsh to obtain possession "of a house of the pl<sup>ts</sup> at Rumney marsh . . . being the Westernmost part of s<sup>d</sup> house standing in or neer the place where m<sup>r</sup>. Samuel Bennets house stood." Execution was issued August 7, 1691.<sup>66</sup> At the August Court, 1691, Jonathan Nutton of Rumney Marsh entered complaint against two Frenchmen, Fountaigne and John, for entering his house Sunday, August 9, and offering abuses to himself and family. They owned it in court and were sentenced to be whipped with 20 stripes.<sup>67</sup>

March 28, 1699, Elisha Bennett of Boston for £100 conveyed

<sup>61</sup> Suff. Deeds, L. 12, f. 177; see also L. 13, f. 314.

<sup>62</sup> Boston Records.

<sup>63</sup> Suff. Co. Court Records (1680-1692), 217.

<sup>64</sup> *Ibid.*, 186. The farm was divided.

<sup>65</sup> Suff. Deeds, L. 31, ff. 8, 11; see also L. 35, f. 213.

<sup>66</sup> Suff. County Court Rec. (1680-1692), 399.

<sup>67</sup> *Ibid.*, 402.

to Lydia Paul, widow of John Paul of Lynn, 60 acres in Boston and Lynn, bounded S.E. by Joseph Merriam at a brook there; E. by the brook that joins to John White's land. From this brook the line ran by a straight line to a great rock, so to the side of the hill, then by the side of the hill bounded by marked trees to five rocks at the head of Tego Barrow's land, thence to the foot of Bennett's rocks, so to a heap of stones in the parallel line, running along by Tego Barrow's land south to the brook of Joseph Mirriam.<sup>68</sup> Lydia Paul and her daughter Sarah sold 24 acres to Thomas Cheever, son of Rev. Thomas Cheever, October 17, 1701.<sup>69</sup> Her lands are mentioned in 1711 by the perambulators of the Lynn boundary. In 1726, 1728, and 1730 Cheever purchased about twenty-seven and one half acres from the heirs of John and Lydia Paul. The heirs were Sarah Paul, James Whittemore and his wife Hannah, Henry Rhoades and his wife Elizabeth, Samuel Narremore and his wife Rachel, John Browne and his wife Mary. A dwelling-house and barn stood on the land conveyed by Narremore, which was near the dwelling of Sarah Paul, and was bounded north and south by Cheever, and west by John and Mary Browne. The land conveyed by Browne was "near the now dwelling house of Eben<sup>r</sup> Dispaw," and was bounded west and south by Cheever, east by land formerly of Samuel Narremore, and north by said Browne.<sup>70</sup>

October 21, 1702, Elisha Bennett, mariner, conveyed to Isaac Wilkinson of Malden for £40 current money, 30 acres. The boundary line began at "a small maple tree in a Spruce Swamp" in the Malden line, and went by said line "to a brook, & then northerly down s<sup>d</sup> Brook, to a Black burch," then S. and E. to a black oak, to an oak, "to a Buttonwood tree, near the Old way, & so to a Doggwood tree on a Rock," to a heap of stones, to the first bound. All the trees were marked I.W.<sup>71</sup> December 6, 1733, Isaac and Mary Wilkinson of Boston for £500 current money conveyed to Thomas Douglas of Malden about 42 acres described as "a parcel of Land having a Dwelling house Outhousing & Water Mill thereon," bounded W. by the Malden line, S. by Thomas Berry; E. and N. by Thomas Cheever.<sup>72</sup> Douglas mortgaged this land and 60 acres in Malden for £2200 in 1733. April 8, 1747, he conveyed to Nathaniel Oliver, Jr., a ten-acre woodlot

<sup>68</sup> Suff. Deeds, L. 19, f. 109.

<sup>69</sup> *Ibid.*, L. 29, f. 44; L. 44, ff. 203, 204.

<sup>70</sup> Boston Rec. Com. Rep., viii. 85.

<sup>71</sup> Suff. Deeds, L. 21, f. 414.

<sup>72</sup> *Ibid.*, L. 48, f. 34.

near Long Pond, and one half of a "Sawmill Stream of water & dam," a way to the mill, and free use of the yard to bring and lay timber and lumber, "said Mill & Yard being in Chelsea abovesaid and its stream from said long pond." The boundary line of the wood lot began "at the fishing rock on the edge of said long pond," and ran on a straight line to land of Thomas Cheever, its E. and S. boundary; land of Douglas lay to the north. Forty-five acres in Malden with an old house and barn thereon were conveyed.<sup>73</sup> In 1755 Douglas mortgaged the remainder of his lands, 25 acres in Malden and 36 acres in Chelsea, the latter bounded W. by Malden line, N. and E. by heirs of Thomas Cheever, S. by Samuel Sewall and William Cooper, to whom Oliver had mortgaged the lands he purchased in 1747.<sup>74</sup> Douglas excepted from the mortgage one half of the "Mill House Timber Yard and the passage way leading to it."<sup>75</sup>

November 12, 1702, Captain Elisha Bennett and Dorothy his wife conveyed to Richard Pratt of Rumney Marsh for £100 sixty acres, — a part of the farm known "by the name of Bennetts Farm," bounded W. by Wilkinson, separated by a brook, to a spruce swamp; thence by Capt. Bennett 100 poles; S. by Bennett; E. by Teago Berry's land and Paul's land and Thomas Cheever's land; N. by a brook between said land and Belcher's farm, with a right of way across Bennett's land to the "Country Road," that is, the road to Lynn. June 22, 1703, Richard Pratt and Mercey his wife conveyed the same for £100 to Thomas Cheever of Lynn, cordwainer.<sup>76</sup>

November 26, 1703, Elisha Bennett with his wife Dorothy for £30 lawful money conveyed 25 acres to Thomas Berry, it being a "part of the ffarme where the s<sup>d</sup> Cap<sup>t</sup> Elisha Bennett now lives." The land was bounded N. by Thomas Cheever, Jr., E. by said Berry, S. by Elisha Bennett, and W. by the Malden line, "where the s<sup>d</sup> Land is to be forty poles in breadth," and to continue the same breadth across the farm to land of said Berry.<sup>77</sup> According to the above conveyance Thomas Berry already owned land in Rumney Marsh. September 28, 1698, Thadeus Berrey conveyed to his son Thomas the southern half of his farm and of the house

<sup>73</sup> Suff. Deeds, L. 48, f. 35; L. 74, f. 255.

<sup>74</sup> *Ibid.*, L. 74, f. 256.

<sup>75</sup> *Ibid.*, 86, f. 123. The mortgage was released in 1757. In 1743 he was referred to as Deacon Douglas. L. 88, f. 33.

<sup>76</sup> *Ibid.*, L. 21, ff. 287, 288. Jan. 14, 1714/5, Thomas Cheever of Lynn mortgaged the lands purchased from Lydia Paul and from Wilkinson — 84 acres. L. 29, f. 50.

<sup>77</sup> *Ibid.*, L. 21, f. 427.

in which he lived. It was bounded E. on land formerly of William Merriam, S. on lands formerly of William Merriam and of Samuel Bennett, W. on land formerly of Samuel Bennett. The condition of this deed of gift was that Thadeus Berry and his wife should enjoy the whole of the house and one half of the barn during the life of the longer liver. The son was to cultivate the farm and give one half the produce thereof to Thadeus Berry and his wife, placing the corn and hay in the barn ready for use.<sup>78</sup> Whence Thadeus Berry derived his title is not clear, but it is noticeable that in the deed from Bennett to Pratt in 1702, and that from Lydia Paul to Cheever in 1701, the land of Teague a Barrow of 1672 was called the land of Teago Berry. The following names on the tax lists may represent this farm: 1681 Teage Upbarron, 1687 Teageo Barry, 1688 Teago Barry, 1695 Thaddeus Barrow, 1701 Thomas Bary, 1702 Theodrus Berry. June 5, 1718, administration on the estate of Thadeus Berry late of Rumney Marsh, husbandman, was granted to his son John Berry of Wenham. Seventy acres of upland and meadow valued at £87 10s. appear in the inventory of the estate presented to the court June 30, 1718; but in the appraisement made June 29, 1720, only 23 acres appear, but they were valued at £95 15s. John Floyd, Thomas Pratt, and Hugh Floyd had according to the custom of the day reported to the court that the farm was incapable of division among the heirs "without great prejudice to or Spoiling of the whole," and the land was assigned to John Berry, eldest son of the deceased, reserving the thirds of the widow Hannah Berry for life. The heirs to share in the distribution of the £95 were the legal representatives of Elizabeth Townsend deceased, who married Joseph Townsend May 22, 1690, and died February 27, 1693/4; Hannah Needham, Samuel Berry, Thomas Berry, Daniel Berry; the legal representatives of Sarah Stocker, and of Ethilrid Merriam; Rebecca Bassett, Abigail Bassett, Jerusha Merriam, and Mehitabel Berry.<sup>79</sup> The births of four children of Thaddeus and Hannah Berry appear on the Boston records, Elizabeth, born Nov. 24, 1665; Samuel, June 20, 1667; Hannah, Aug. 12, 1668; Thomas, Sept. 20, 1670.<sup>80</sup> During the lifetime of the father, on August 8, 1716, Elisha Bennett and his wife Dorothy conveyed to Thomas Berry of Boston, husbandman, and Ebenezer Merriam of Lynn, house carpenter, 54 acres of land "not farr from said Berry's Dwelling house." It was bounded S.W. on Braden 17 $\frac{2}{3}$  poles, and on Malden 96 $\frac{1}{4}$  poles; S.E. on said Braden and said Bennett

<sup>78</sup> Suff. Deeds, L. 20, f. 446.

<sup>79</sup> Suff. Prob. Rec., L. 21, ff. 7, 98; L. 22, ff. 20-22. See also Essex Co. Court Papers, L. 87-93.

87 poles; N.E. on said Bennett 107 $\frac{1}{2}$  poles; N.W. on Elisha Bennett 61 poles, and on Braden's land 26 poles. March 21, 1731/2, Ebenezer Merriam sold to Thomas Berry 27 acres, his half of the above land, in Chelsea called "Clap board Swamp."<sup>80</sup> July 7, 1720, Elisha and Dorothy Bennett conveyed to Thomas Berry for £80 fourteen acres adjoining Berry's land. Bennett reserved the right to cross this land for four months in the year, Nov., Dec., Jan., and Feb., "to fetch wood & timber from my other Land that lyes above it."<sup>81</sup>

The will of Thomas Berry of Rumney Marsh, dated September 3, 1736, was probated January 11, 1736/7. The witnesses were Jonathan Wayt, Thomas Douglas, and Nathaniel Jenkins; the executors were three sons of the testator, Ephraim, Thomas, and Samuel Berry. He gave to his wife Elizabeth for life the new end of his dwelling-house from top to bottom. Two cows were to be kept for her on the farm both winter and summer. Each executor was to furnish her yearly four bushels of Indian corn (12 bushels in all), one bushel of rye (3), 40 lbs. of good pork (120), 40 lbs. of good beef (120) — "all good & choice" — one barrel of cider (3), also 40s. in money (£6), 2 $\frac{1}{2}$  cords of good firewood "cut short & fit for the fire" (7 $\frac{1}{2}$ ); also "a convenient supply of Cabages and Turnips & all other Roots for her Use." She was to have liberty to gather fruit in the orchard for her use, and also "Green Fruit such as Beans Pease or any other fruit that is convenient for sauce on the Land that is mine," and she was to have liberty "to keep a Pig or two in my young Orchard or Close." Also the executors were "to find a good Horse to carry their Mother to Meeting and a Man to ride before her so often as she thinks convenient to go to Meeting." Finally he gave her for life his stock of cattle and indoor-moveables. The latter were to descend at her death to his daughters Elizabeth Jenks and Mary Johnson, except his great Bible, which he gave to his son Diven Berry. Mary Johnson was a widow; she was to have the use of "my New Chamber" and the keep of a cow, if she remained a widow after his wife's death. Legacies were left to his two daughters and to Diven Berry; the farm was divided between Ephraim, Thomas, and Samuel Berry. During the lifetime of their mother Thomas and Samuel were to share the house which their father bought of his brother Ebenezer Merriam, and Ephraim was to live in the old end of the homestead; after her death Thomas was to own the whole house, in which he lived, and Samuel was to possess the new end of the homestead.

<sup>80</sup> Suff. Deeds, L. 30, ff. 254, 255; L. 47, f. 7.

<sup>81</sup> *Ibid.*, L. 35, f. 10.



From the minute description of the farmlands herein divided, it appears that Thomas Berry purchased 16 acres 20 poles from Joseph Belchar, five acres of saltmarsh from Hugh Floyd, and six acres of swamp from Jonathan Wait.<sup>22</sup> The children of Thomas and Elizabeth Berry were recorded at Boston: Elizabeth, born March 27, 1701; Divan Jan. 22, 1701/2; Mary Feb. 17, 1703/4; Ephraim Nov. 9, 1706; Thomas Aug. 14, 1708; Samuel Aug. 6, 1711. This record is of interest because of its completeness. It shows that a resident in this most distant precinct of Boston was interested and wished his family record placed in the town's book. Also the land transfers and the settlement of his estate were more formally correct and more carefully placed on record than those of many a resident in the centre of the town. The inventory<sup>23</sup> of his estate follows; it was presented to the court by the executors — Ephraim, Thomas, and Samuel Berry April 26, 1737.

#### INVENTORY OF ESTATE OF MR THOMAS BERRY OF RUMNEY MARSH

A Bible & other Books We apprizd at . . . . .	£ 2-15-
All his Wearing Cloaths Linnen & Woolen at . . . . .	34- 6-
2 Beds & furniture to the same apprizd at . . . . .	33- --
All the Linnen apprizd at . . . . .	17-13-
Pewter Platters Plates & other Pewter at . . . . .	7-10-
A Brass Kettle & other Brass Ware . . . . .	8-10-
Knives and Forks Potts Kittles and other Iron Ware . . .	10-14-
A Chest of Draws a Round Table and 2 sma; Tables at . .	3-15-
a Looking Glass other Glass & Earthen Ware & 18 Chairs .	5- 8-
Barrells & other Lumber at . . . . .	7-10-6
68 Acres of Land belonging to the Homestead with all the Building . . . . .	1406
46 Acres of Pasture Land at . . . . .	460
50 Acres of WoodLand £489. 16 Acres of Salt Marsh, £202 .	691
Jonathan Wayt, Nathaniel Jenkins, Thomas Douglass . . .	2774- 1-6

Seven children of Samuel and Mary Berry, born between 1737 and 1758, were recorded at Chelsea: Jonathan, born 1737-18th day-5th month; James, 1743-5-7; Sarah, 1745-19-12; Samuel, 1748-16-7; Hannah, 1750-20-2; Mary, 1754-15-10; Thomas, 1758-27-11. The marriage intention of Samuel Berry and Mary Fuller of Lynn was recorded at Boston September 18, 1735. In 1758 Samuel Berry, with his wife Mary, conveyed to Abijah Cheever of Lynn, tanner, 22 acres of pasture and half an acre of orchard. It was bounded N. on the successors of Thomas Cheever;

<sup>22</sup> Suff. Prob. Rec., L. 33, f. 38.

<sup>23</sup> *Ibid.*, L. 33, f. 137.

W. on Joshua Cheever and Samuel Vial; S.E. on Samuel Berry by the fence to the highway that led to said Berry's dwelling-house, etc.; E. on said Berry, on Abijah Cheever and on Abner Cheever. Samuel Berry signed his name; his wife made her mark. March 8, 1765, Samuel Berry with his wife Mary conveyed for £213 6s. 8d. to Amos Porter of Topsfield 50 acres in Chelsea and Lynn "with the dwelling house and Barn standing on the same," bounded E. by Abijah Cheever and by John Farrington; S. by said Farrington to Malden line; W. by the widow Mary Chaddock; N. by Jacob Breeden, Capt. Elisha Bennett's heirs and Abijah Cheever.<sup>84</sup> From Amos Porter the land passed to Elizabeth Gray of Boston, widow, who conveyed it to Hannah Andrews of Boston, widow, February 23, 1780.<sup>85</sup> June 21, 1798, Benjamin Hieborn of Dorchester and his wife Hannah conveyed the same to David Williams, to whom it was taxed in 1798. In the conveyance from Hieborn the bounds of 1765 were repeated unchanged. There was conveyed with the estate the privilege of passing to and from the "Country road," that is the road from Winnisimmet to Lynn; and there was reserved to the heirs of Thomas Cheever, deceased, the right to pass over the south part of the premises to a woodlot purchased by Cheever from Richard Pratt deceased; also a privilege to the heirs of Elisha Bennett of passing during three months in the year, December, January, and February, to their woodland north of the premises. A ten-acre woodlot in Chelsea and 5 acres of saltmarsh in Lynn were conveyed with the farm.<sup>86</sup> This land lay beyond the limits of what is now Revere. In the direct tax of 1798 the house of David Williams was described as "at the Northerly Part of the town on Lynn Line." It covered 896 feet, was of two stories, had 24 windows, and with half an acre of land was valued at \$412.50. The farm lands and outbuildings by some mischance were not listed; the description of the Ferry farm at Winnisimmet is also missing from this list.

Throughout his life Captain Elisha Bennett, son of Samuel Bennett, retained a part of his father's farm. He was a prominent citizen of Boston and Rumney Marsh, representing the latter on the Board of Assessors, and holding other offices. His will, dated April 9, was probated May 30, 1726. December 18, 1727, Ellis Bennett of Boston, mariner, representing that Dorothy Bennett, the executrix, had died intestate without fully administering on her husband's estate, was appointed administrator.<sup>87</sup>

<sup>84</sup> Suff. Deeds, L. 103, f. 223.

<sup>85</sup> *Ibid.*, L. 127, f. 250; L. 156, f. 215.

<sup>86</sup> L. 190, f. 204.

<sup>87</sup> Suff. Prob. Rec., L. 24, f. 504; L. 26, f. 52.

The inventory of "Cap<sup>t</sup>. Elisha Bennet deced of Rumney Marsh" was taken by Nathaniel Oliver, Thomas Pratt, and Samuel Tuttle, December 26, 1727. "The Farm & Houses Standing thereon" were valued at £1200; one-half a brick house on Middle Street in Boston at £300. There were also inventoried an Indian man and boy £90, "an old calash & cart," two horses, 14 cattle, 12 small pictures, a "Silk quilt," brass andirons, "cloth chairs," books valued at £2 10s.; 169<sup>l</sup> pewter at 20d. — £14 1s. 8d.; 100<sup>l</sup> copper and brass at 2/, £10; 90<sup>oz</sup> Plate at 14/, £63, etc.<sup>88</sup> Three children inherited the estate, John (born, according to the Boston records, April 4, 1690); Ellis (born August 9, 1699), and Sarah, who married, first, Nathaniel Viall July 12, 1708, and (2) John Floyd of Chelsea November 23, 1732. In 1739 the daughter, with her husband, John Floyd, conveyed her rights in her father's estate, that is one-third of all the real estate of which he died seized, to "our Son Samuel Viall" of Chelsea, tanner. In 1745 the farm was described as still held by the heirs of Elisha Bennett undivided.<sup>89</sup> It contained about 200 acres, having been reduced, as has been already shown, since 1674 by sundry conveyances from Samuel Bennett and his heirs. John Bennet, bachelor, of Walthamstow, County of Essex, England, by will dated January 12, 1750/51, and probated in England August 28, 1751, appointed as his heir his nephew John Bennet "who went out Third Mate of the Benjamin, Cap<sup>t</sup> Meard, to the East Indies." He left a legacy of £1000 to his niece Sarah Bennett, daughter of his brother, Captain Ellis Bennett, deceased, and made her the residuary legatee, if his nephew died. He gave to Mrs. Sarah Partridge, with whom he was then living, an annuity of £40, etc. He wished to be buried in the "Church, or Chappel of Walthamstow," and have "a small Monument . . . put upon y<sup>e</sup> Pillar fronting the South Door of Walthamstow Church." He gave mourning rings to several friends.<sup>90</sup> March 28, 1752, Sarah Bennett, widow, and Sarah Bennett, spinster, of Boston, as executors of the will of Ellis Bennet, conveyed for £333 6s. 8d. to Benjamin Henderson of Boston, boatbuilder, 81¾ acres in four parcels, — 27½ acres "on the lower side of the Country Road" to Lynn, bounded N.W. on the road and on land of Robert Wait; thence the line ran S. and W. on John Hutchinson; S. on marsh-land; W. on marsh-land of Thomas Cheever; "then about Easterly as the Creek runs"; then N.E. on John Bennett to the Country

<sup>88</sup> Suff. Prob. Rec., L. 26, f. 60.

<sup>89</sup> Suff. Deeds, L. 58, f. 261; L. 71, f. 102.

<sup>90</sup> Suff. Prob. Rec., L. 50, f. 317.

road. The 48 acres north west of the road were bounded N.E. on John Bennett; N.W. on Jonathan Hawkes; and S.W. on Samuel Breeden and Robert Wait. A woodlot of  $6\frac{1}{4}$  acres was bounded by Samuel Breeden, Joshua Cheever, Samuel Berry, and John Bennett. There was a reference to a plan made according to an award for the division of the premises by Samuel Watts, William Collins, and John Steel. John Bennett of London sold to Henderson in 1755.<sup>91</sup> January 13, 1786, Benjamin Henderson of Boston, yeoman, for £800 conveyed to John Slade of Chelsea, yeoman, a farm of 137 acres, 51 acres lay S.W. of the Country road. The bounds were similar to those in the deed from Sarah Bennett, except that the lands of Samuel Vial deceased lay to the N.E. and E. instead of land of John Bennett. The land of John Hutchinson was then "possessed" by Thomas Wait; 86 acres lay N.W. of the road, with similar bounds, lands of Samuel Viall to the N.E. and N. All the abutters of 1752 are described as deceased.<sup>92</sup> On the same day Slade conveyed to Henderson a farm in Needham.<sup>93</sup> His wife's name was Hannah. Henderson sold his woodland, 13 acres, in 1793 to Nehemiah Oakes, Winalow Sargeant, and George Shute.<sup>94</sup> In 1772 Samuel Viall with his wife Mary mortgaged to Henderson (later released) 16 acres 27 rods S.E. of the Country road, 23 acres N.W. of the road, and 8 acres of woodland; buildings were mentioned. He was described as of Lynn, tanner. The Lynn line bounded this land to the N.E., and he appears to have owned land across the boundary.<sup>95</sup>

When the direct tax of 1798 was assessed, Hannah Slade, widow of John Slade, was owner and occupant of the southwestern portion of Elisha Bennett's farm. The house covered 1368 feet, was of two stories, had 18 windows, and was "Verry Old." With a shed and chaise house (319 sq. ft., of one story), a corn barn (110 sq. ft., of one story), and a half acre of land, it was valued at \$495; 137 acres of land with a barn  $40 \times 30$  were appraised at \$2,235. This house, according to the site marked on a plan of the Slade<sup>96</sup> farm, stood on Park Ave., almost due east from the Franklin Park Railway Station. The farm of which Elisha Bennett died seized included apparently the land within the present limits of Revere north of the creek or Pines River, except the lands on Malden line already described. The line between the Slade and Vial farms, an irregular northwest line, passed near the point where the railroad crosses Salem Street.]

<sup>91</sup> Suff. Deeds, L. 81, f. 27; L. 87, f. 93.

<sup>92</sup> *Ibid.*, L. 155, f. 71.

<sup>93</sup> *Ibid.*, L. 155, f. 75.

<sup>94</sup> *Ibid.*, L. 174, f. 212.

<sup>95</sup> *Ibid.*, L. 122, f. 78.

<sup>96</sup> *Ibid.*, L. 435, f. 98.

## APPENDIX 16

[LAND OWNED BY MALDEN PEOPLE IN CHELSEA [1798].<sup>(1)</sup>]

Benja Blaney . . . . .	6	Joseph Jenkins Heirs . . .	3¾
John Grover . . . . .	3½	James Kettles Heirs . . .	4½
Jonas Green . . . . .	3½	Jabez Lyndes . . . . .	3½
Barnard Green . . . . .	16	Jonas Lyndes Heirs . . .	6
Saml Green . . . . .	3½	Joseph Lynde . . . . .	5
Thomas Hills . . . . .	6	Joseph Lynde Jnr . . . .	6½
Ezra Howard . . . . .	10	Nathan Lynde . . . . .	6
Nailer Hatch . . . . .	29	John Nickels . . . . .	3½
James Howards Heirs . .	10	Nehemiah Oakes . . . . .	2
Amos Shutes Heirs . . .	2	John Pratt . . . . .	6½
Silas Sergants Heirs . .	4½	Jacob Parker . . . . .	7
Ezra Sergeant . . . . .	8	Ebenr Pain . . . . .	7½
David Sergeant . . . . .	6	Thomas Sergeant . . . .	3
Amos Upham . . . . .	7	Phinebas Sprague . . . .	3½
Wm Upham . . . . .	10½	Isaac Smiths Heirs . . .	12
Thomas Waits Heirs . . .	3½	Cotton Sprague . . . . .	1½
Daniel Waters . . . . .	6	Winslow Sergeant . . . .	24
Joseph Sergeant . . . .	19	Wm Wait . . . . .	8½
		Ruth Wait . . . . .	1½
	157		
	120¼		120¼
	277¼		

The whole Tax in the town of Chelsea for 1797 amounts to .	\$1614 - 00
The Poles & personal Estates payes of the above sum . . . .	321 . 37
Leaves for the Real Estate . . . . .	\$1292 - 63
Malden pays for the above sum . . . . .	\$60 . 64
Lynn pays for Do . . . . .	55 . 78
Reading & Stoneham pays Do . . . . .	11 - 16
	\$127 . 58

<sup>1</sup> The farmers of Malden from an early period held upland and salt-marsh in Chelsea. With the exception of Benj. Blaney, Barnard Green, Ezra Howard, Joseph and Winslow Sergeant, the land listed here was salt-marsh. Many farmers in Chelsea, even in the seventeenth century, held wood-lots in Malden. The boundary between the towns passed through the Pratt, Collins, Wait, and Samuel Sergeant farms. According to another list the following "Chelsea People" owned land in Malden estimated at 342¼ acres: William Harris, Jonathan Fuller, James Stowers, Moses Collins, Daniel Pratt, Daniel Pratt, Jr., Samuel Pratt, Andrew Blaney, Caleb Pratt, Elizabeth Belcher, Samuel Floyd, James Tewkesbury, Joseph Green, Joshua Cheever, James Floyd, Jr., Increase Sumner (with William Greenough and David Hyslop), William Boardman, Samuel Sergeant, and John Tufts. These papers were prepared by Chelsea for use in the dispute over Chelsea Beach (*supra*, p. 129). They are in Mass. Archives, documents filed with chap. 73 Acts of 1798.]

## CHAPTER VII

## GOVERNOR BELLINGHAM'S ESTATES AT WINNISIMMET

WHEN John Endicott came to Salem September 6, 1628, he found there as elsewhere on the coast Englishmen in possession of lands which they claimed by occupation. These were "the old planters"; and though their claim lacked legality, Endicott and his Council, instructed by the Company April 17, 1629, permitted them to "enjoy not only those lands which formerly they have manured, but such a further proportion as by the advice and judgment of yourself, and the rest of the Council, shall be thought fit for them, or any of them."<sup>1</sup>

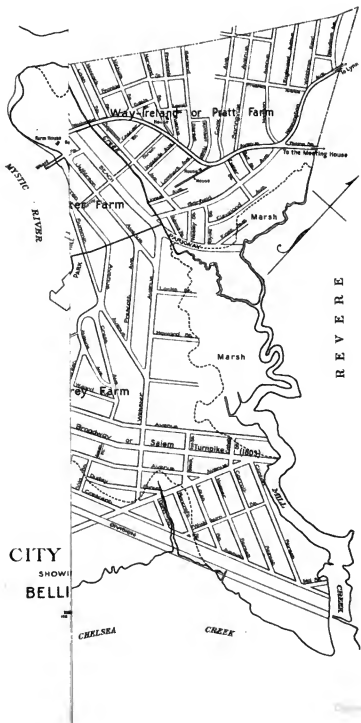
Since 1625 Samuel Maverick had been at Winnisimmet, where he built his Palisade House. In the absence of known grant we may assume that his equitable claim was recognized by the Company, as Richard Bellingham rested his title to Winnisimmet on the following deed:

"Samuell Maverick and Amias his wife John Blackleach [ ] his wife have granted and sould vnto Richard Belingham and his heires, A messuage called winesemet w<sup>th</sup> the Apurtainances also his interest in the ferrye this was by deed of Sale dated 27 of febr<sup>y</sup> 1634."<sup>2</sup>

November 30, 1640, Boston recognized his title as "The lands of M<sup>r</sup> Rich. Bellingham's, lying at Winnisimmet, belonging to the towne of Boston, are bounded with the land of William Steedsonne, of Charles towne, and with Charles towne

<sup>1</sup> Young, *Chronicles of Mass.*, 145. For Richard Bellingham's estates in Boston, Vide *Memorial Hist. of Boston*, i. 360, note 2; Shurtleff, *Boston*, 214.

<sup>2</sup> 1635, New Style. *Suff. Deeds*, L. 1, f. 15. Maverick had leased the ferry to William Stitson for life. *Ibid.*, L. 12, f. 347. [For William Stitson and the ferry see *infra*, chap. xxii.]



lands, limited by fences and marsh towards the norewest, with a winter fresh water runnell and powder horne Creeke, parting betweene the land of M<sup>r</sup> Bellinghame and M<sup>r</sup> Nicholas Parker, of Boston, towards the north East, with the salt water on all other parts towards the east, and south and west; all the lands within the said Limitts and bounds belong to the said M<sup>r</sup>. Richard Bellingham."<sup>3</sup>

This included all the lands within the present city of Chelsea except the United States Hospital estate, — not conveyed by the Maverick-Blackleach deed, — and some house lots on the westerly side of Broadway southerly of Beacon Street, — formerly belonging to that estate, but sold by Aaron Dexter before the government purchase.<sup>4</sup> At some time not now known, but probably not later than 1650, Governor Bellingham divided this territory into four farms, early known by the names of their tenants as the Smith farm, the Rice farm, the Townsend farm, and the Senter (Center) farm; and in later days as the Williams, Shurtleff, Cary, and Carter farms. The plan [which faces the first page of this chapter]<sup>5</sup> shows their modern and less accurately their original boundaries. Save the Rice or Shurtleff farm, they became the property of the Watts family about 1700, and with the exception of the Cary farm after 1728 so remained for nearly a half-century. Under each I give such facts as I have noticed.

### *The Lieutenant Smith, Ferry, or Williams Farm*

The second landing place of the ferry, granted to Samuel Maverick in 1634, was on this farm, and so it was called the Ferry farm. On it Governor Bellingham's country house, and about a century later Judge Watts' mansion were built.<sup>6</sup>

<sup>3</sup> Town Records, *in loco*.

<sup>4</sup> [The triangle of land between the Everett and Revere boundaries, and the creek which flows from the car-house on Washington Avenue to Mill River, was not a part of the Bellingham farm. *Supra*, chap. vi.]

<sup>5</sup> [On this plan the line between the marsh and the upland is represented thus, .....; the boundary line separating the farms thus, ————. A list of the plans upon which this map was based will be found *infra*, Appendix 12.]

<sup>6</sup> Pelham's Map of Boston, 1775. Bellingham purchased Winnisimmet of Maverick, February 27, 1634/5; but not that part on which his Pali-



The earliest<sup>7</sup> tenant I learn of was Lieutenant John Smith, who died September 21, 1706, aged eighty-five. His wife Mary, probably a daughter of James Bill of Pullen Point, died February 6, 1693/4, aged about forty-eight.<sup>8</sup> Their gravestones were lately seen in the Revere churchyard, and may be read in the appendix. The rental of the farm about 1670 was estimated at £50; and in 1687 it was taxed as thirty acres of arable land and meadow, and seventy of pasture.<sup>9</sup>

From 1694 to 1711 this farm and the ferry were leased to John Brentnall;<sup>10</sup> but Edward Watts and his wife Rebecca (heiress of her sister Elizabeth, second wife of Samuel Bellingham, sole heir to the Bellingham estates), coming from England in 1710, not long after took possession of and carried on as they had been, the Ferry farm, the ferry, and the inn.<sup>11</sup> Their epitaphs in the Revere churchyard say that Edward Watts

sade House stood. There must have been a house on the Ferry farm; for a week later, when Stitson sold his life interest in the ferry to Bellingham, he stipulated that his annuity should be paid "at the Farme house of the sd. Richard in Winnisimmet." This may have been that displaced by Judge Watts' mansion. [The conveyance from Stitson to Bellingham was dated August 28, 1635, six months after Maverick's deed. *Infra*, chap. xxii. Not improbably the farm-house of Governor Bellingham was built by Maverick, as during the first years of the colony Winnisimmet was a flourishing settlement. *Supra*, chap. ii. appendix; chap. iii. Appendix 2.]

<sup>7</sup> John Pemberton of Winnisimmet, planter, mortgages lands in Malden, to Richard Bellingham, conditioned on the payment of rents and arrearages due on the farm at Winnisimmet, and on his leaving the two ferry boats as good as he found them, that is, worth £13, also the houses and fences on the place in equally good repair, all to be delivered to Bellingham September 1, 1662. April 12, 1662. Suff. Deeds, L. 4, f. 12. [November 5, 1661, "Jno Pemberton & Jno Moulton" were permitted by the selectmen of Boston to keep an inn at Winnisimmet. The General Court at the session beginning in this same month of November fined "John Moulton, ferry man at Winissemet" for neglect. Presumably he was the son of Thomas Moulton of Charlestown and Malden, and in 1661 was about thirty years of age. (Corey, Malden, 84, note, 602; Wyman.) John Pemberton was the son of James Pemberton who died February 5, 1661/2, and left to his son the lands mortgaged in April. John Pemberton was baptized April 24, 1642. For his later life see Corey, Malden, 84, note, 122, 317, 326, 377. See *infra*, chap. xxiv. for earlier tenants on the farm.]

<sup>8</sup> [See *infra*, p. 319.]

<sup>9</sup> [See *infra*, p. 321.]

<sup>10</sup> John Brentnall of Chelsea, who died in 1731, had a son John, tanner and schoolmaster in 1721, [who] married Deborah Mellins, August, 1712, and who had a brother James. [*Supra*, p. 46.]

<sup>11</sup> [*Infra*, p. 352; also chaps. xii. to xvi. xxiv.]

died June 5, 1714, aged forty-seven; and his widow March 25, 1715, aged forty-seven.<sup>12</sup> Their son Edward, then about twenty-one, carried on the farm, the ferry, the inn, and a store until his death, September 17, 1727, aged thirty-four.<sup>13</sup> On the division of the estates June 25, 1728, until then held in common,<sup>14</sup> the Ferry farm with the inn, the store, and the lease of the ferry were set off to Samuel Watts, the second son.

Samuel Watts died March 9, 1770,<sup>15</sup> and in 1773 John Tudor, a well-to-do Boston hatter, proposed to purchase the mansion house and part of the estate. His letters<sup>16</sup> contain the interesting statement, that this house was built about forty years before, which would be in 1733. If so, it was not the original "Great House" on Governor Bellingham's Ferry farm, but was erected by Samuel Watts about five years after he became sole owner of the estate. Besides this house, near the ferry landing was a very old tavern, perhaps the original, or one on the site of that kept by Lieutenant John Smith in 1644.<sup>17</sup>

April 22, 1793, the heirs of Samuel Watts, son of Hon. Samuel Watts, sold a large part of the Ferry farm with the

<sup>12</sup> [Her will is *infra*, p. 329.]

<sup>13</sup> [Boston Vital Records. He was buried September 20, 1727, at Christ Church, of which he was one of the founders and a vestryman.]

<sup>14</sup> [In November, 1715, Edward Watts mortgaged the farm occupied by Abraham Townsend to secure an annuity of £50 to Elizabeth Bellingham. (Suff. Deeds, L. 31, ff. 13, 14; Chamberlain MSS., i. 147 *et seq.*) She died in 1743. In April, 1716, Edward and Samuel Watts appear in partnership, as mention is made of "Joseph Lewis, Servant to Edward and Samuel Watts of Winisimmet." (Records of Court of General Sessions of the Peace, 114.) Edward Watts, March 22, 1716/7, about a year after his own marriage and the marriage of his younger brother Samuel, mortgaged the Ferry farm, "consisting of a Dwelling house Outhouses Barns Orchard garden plowland pasture and Salt Marsh containing in the whole Two hundred and twenty seven Acres" to Paul Dudley to secure the payment of £200. (Suff. Deeds, L. 31, f. 94; increased the following year, released 1722.)]

<sup>15</sup> [March 5 was the date according to the town records of Chelsea and contemporary newspaper notices. March 9 in the church records was presumably the day of his burial.]

<sup>16</sup> [*Infra*, p. 334.]

<sup>17</sup> [Francis Smith was tenant in 1644. *Infra*, chap. xxiv. The site of the tavern and of the Watts mansion are marked on the plan by S. P. Fuller, January, 1830, in Suff. Deeds, L. 351, f. 153; also *supra*, on the plan of Chelsea showing the location of the Bellingham farms.]

ferry rights for £1500 to Henry Howell Williams, many years lessee of Noddle's Island.<sup>18</sup>

The Williams estate of one hundred twenty-nine acres was bounded as follows: "Northwardly by a Creek in said Chelsea, running up from the Sea, commonly known by the name of The Creek's, Westwardly by land of the United States, formerly of Dr. Aaron Dexter, adjoining or nearly adjoining the Northern extremity of Chelsea Bridge, over the mouth of Mystick River, Southwardly upon the mouth of said River and Boston Harbour, or the Sea, near where said River empties itself, Eastwardly and Southeastwardly in part by other land of the United States, whereupon the Hospital now stands, and in part by a Town or County Road, and Northeastwardly by the Carter farm so called, containing one hundred and twenty-nine acres or more of upland and salt marsh." With the ferry, it was sold March 8, 1831, for \$22,500, to Francis B. Fay and others, trustees,<sup>19</sup> who transferred the same to the Winnisimmet Company, October 1, 1833.<sup>20</sup> Same to same, Wharf and flats in Boston, for \$5,000, June 1, 1833.<sup>21</sup> Chelsea to same, Ferry Landing, for \$250, September 20,

<sup>18</sup> Hon. Samuel Watts had become sole owner of the Ferry farm and the Senter, or modern Carter farm; and on his death in 1770 these estates were divided among his heirs, so that his son Samuel took only a part of the original Ferry farm. About sixty years later, however, by various purchases they were restored to nearly their original dimensions in the ownership of the Winnisimmet Company and Joshua Carter. Williams' grantors were Samuel, Isaac, Belcher, and Richard Watts, Ezra and Rachel Brintnall, all of Chelsea, Benjamin Comey of Boston, and Ezra Upham of Malden. The premises comprised 104 acres, more or less, with three dwelling houses, two thirds of a barn, one large stable, a corn barn, the land in several parcels. (Suff. Deeds, L. 175, f. 245.) [The wives who released their dower were: Nancy (wife of Samuel); Rachel Watts, Mary Watts, Elizabeth Watts, Elizabeth Brintnall, Hannah Comey (?), Sally Upham. See *infra*, pp. 338, 361. Judge Chamberlain's notes on Henry Howell Williams are placed on pp. 363, 364.]

<sup>19</sup> Suff. Deeds, L. 351, ff. 150-153. [There was reserved to Mrs. Jeffrey Williams the life use, rent free, of the tenement in which she was then living and a half acre about it. Thomas Williams was the grantor in this and the deed following. Francis B. Fay *et al.* were "Trustees for the persons associated under the name of the Winnisimmet Lands and Ferry Company," to which company they transferred the title after its incorporation. The conveyances in 1834 and 1836, noted in the text, ran to the Winnisimmet Company.]

<sup>20</sup> *Ibid.*, L. 374, f. 37.

<sup>21</sup> *Ibid.*, L. 369, f. 157. [This wharf and flats adjoined the landing place of the Winnisimmet Ferry in Boston.]

1834.<sup>22</sup> City of Boston to same, for \$5,000, land near the ferry, November 15, 1836.<sup>23</sup>

The facts in the following letter of the late Benjamin P. Shillaber, derived from a trustworthy source, Mr. Charles Stearns, may be regarded as essentially historical.

### *The Old Chelsea Taverns*

There are few living who are able to describe to us from their own recollection the Chelsea of sixty years ago, but Mr. Charles Stearns, whose memory is as full of old facts as a pin-cushion is of missing needles, is one of the few, and retains a very vivid remembrance of the scene, where, as a boy in the employment of Payson & Fenno (John Fenno, Senior), who kept the old tavern near the first ferry landing, he took an active part in dispensing the hospitalities of the venerable hostelry, the date of whose construction must have extended back to nearly the commencement of the settlement, as it was very old and dilapidated at the time of which we have record. It fronted towards the river, and down to 1804, when the Salem turnpike and Chelsea bridge were com-

<sup>22</sup> Suff. Deeds, L. 384, f. 192. [In the deed cited this was the "Town Landing," a strip of beach or flats west of the Williams farm between the turnpike and the sea. November 28, 1831, the Selectmen of Chelsea, authorized thereto by a vote of the town January 18, 1831, leased this for ten years for the nominal sum of \$1.00 a year to Thomas Williams, who on the same day assigned the lease to Francis B. Fay *et al.*, Trustees. (Suff. Deeds, L. 358, ff. 255, 271.) Obviously the sole object of the lease was to secure a monopoly of the ferry rights by the assurance that no one could establish a rival ferry. The Winnisimmet Company was debarred from landing passengers by steam or other boats thereon. The town might build wharves for its own use. The heirs of Jonathan Green contested the town's ownership. A committee of the town, appointed to consider this matter, reported, August 4, 1834, that they had negotiated with the Winnisimmet Company a sale of the disputed flats for \$250, the company to pay all lawsuits and release the town of Chelsea from the above lease to Williams. The conveyance noted in the text was drawn in pursuance of this agreement. The Company lost the lawsuits, but eventually purchased a part of the flats. *Supra*, pp. 58, 59.]

<sup>23</sup> *Ibid.*, L. 417, f. 217. Interesting facts relating to the Winnisimmet Ferry and the village, now the city, of Chelsea, collected by Hon. Frank B. Fay, may be found in the Chelsea Directory, 1854. [November 16, 1831, the town of Boston leased the ferry landing, the land and dock at the intersection of Lynn (Commercial) and Hanover streets, and the Winnisimmet Ferry rights on Boston side for thirty years for \$5 a year, with the privilege of purchasing the same for \$5,000 within five years. (L. 358, f. 274.) The conveyance cited in the text was drawn in pursuance of this agreement.]

pleted, the county road, which wriggled through Chelsea like a snake, ran before its door to the ferry just beyond. Until this time the old tavern held an almost undivided possession of the territory. There were no houses on the west until the turnpike was built [sic], when a few sprung up on its line towards the bridge, the pioneers of the present populous precinct, some of which originals are still standing.

The turnpike, running in the rear of the old tavern, seemed to thrust it aside ignominiously, and the venerable structure stood very nearly upon the site of the two houses back from Broadway, placed there by the late George W. Gerrish, where it had the appearance of having in a fit of disgust turned its back upon the innovation of the new turnpike. It was a comfortable old wayside inn, two stories high on the front, and one story in the rear, towards the turnpike, with a long roof sloping up to the ridgepole. The front was perforated with many windows, which, opening upon the south, admitted of an unobstructed view of the river and upper harbor with Dorchester Heights as a background. A porch and several stone steps at the front door gave quite an imposing aspect to the entrance, while over the way, near by, was a small stable, the well of which, and which supplied the house, is now in existence in the rear of houses on Medford Street, yielding to-day the same sweet water that the old frequenters of the tavern took in their punch. Built merely for the accommodation of ferry passengers the house was large enough for its purpose; but when passengers were delayed, comfortable rooms and beds and hospitable cheer made a night's stay at the old tavern very endurable, it may be safe to say.

Down to the time of the formation of the Chelsea Land Company and their purchase of Winnisimmet the old tavern was a famous place of resort by Bostonians, who came over in the sail ferry boats and by flotillas of private conveyance to enjoy a game of ninepins and a taste of Fenno's punch, a historical beverage which won a wide reputation, or to indulge in shooting, great facilities for which were offered by the swamps which abounded within the precinct, which harbored plenty of birds, or along the shore of the river and creek. Hundreds met there at a time, during the hot weather, and, a punch bowl being altogether inadequate to the demand, a washtub was made to serve the purpose of a dispensary of the delectable compound. There were seven bowling-alleys belonging to the tavern, of a very primitive character, which admitted a free circulation of air through their open sides, with barely sufficient covering to protect the players from the sun or sudden rain that might arise,

the set-up boys having no shield whatever in rain or shine. But the sport was hilarious, and probably all the more so because of the difficulty occasionally encountered. The "rowdy" was not then an element of society. He was not even known to the language, and, therefore, however great the crowd, there was never any disorder, no broken heads, no abusive language. These were left for a more refined civilization. The punch was formed of honest stuff, with none of the fiery qualities which make men mad; the partakers knew when they had enough and were satisfied. There was good substantial fare at the hotel for those who desired, the table supplied from Payson and Fenno's own shambles on the hill near by, they being dealers in the Cornhill and Faneuil Hall markets, who killed their own beef. Their slaughterhouse stood on the spot in Chestnut Street, then a barren hill, now occupied by houses erected a few years since by Rev. Dr. Mason, and the workmen who digged the cellars were greatly puzzled by the number of bones that they found imbedded there. The credit of many of the aquatic sports upon the Chelsea waters belongs to the history of the old tavern; but upon the assumption of the Land Company, and the transformation of the Watts-Williams homestead into a watering place, the honors were divided, the old tavern falling into desuetude and losing its prestige in the novelty of the new place, its decay dating from this period. It had at the last the reputation of being haunted, perhaps by some of its old habitués who were attracted thither by a memory of the punch they enjoyed there. Pertinent to this I have heard a grave story of a tremendous crash heard at one time by its inmates, as if a load of coals were suddenly dumped upon the cellar floor, for which no cause could be assigned, everything being in quiet repose when investigation was made.

After the purchase of the ferry franchise by the Land Company, in 1831, before consummating that of the farms composing the territory, the trustees of the company gave permission to the proprietors of the small steamers "Tom Thumb" and "Byron" to land at the ferry slip in Chelsea. This was regarded as an outrage by the sturdy Fenno, who protested against it, and ordered his men to cut their cables if they presumed to make fast to the posts so long consecrated to legitimate ferry usage. But it was like resisting fate and so it was suffered. This ferry slip consisted of two plank projections, some two hundred feet long, which ran down into the water, to accommodate any depth of tide in landing, with space enough between to suit the width of the boats. At low tide a green and slimy surface presented itself, over which the passengers were compelled to walk in order to

reach terra firma, and it was a matter for amusement to those who are not disposed to feel very badly over others' painless misfortunes to see the new comers, male or female, in their white and faultless summer garb, sit down suddenly upon the slimy ooze, printing a map in green upon their snowy apparel behind. There were no bruises, however, which the punch would not relieve, and the accidents were allowed to mingle in as some of the minor features of a good time.

The Ferry and Land Company entered upon the possession of Winnisimmet in 1831-2, and the Williams house superseded the little old tavern as a public resort. It was a fine old manor house, built by the Watts family, descendants of the widow Watts, who procured from Samuel Bellingham, son of the governor, the title to two hundred and twenty acres of land in Winnisimmet as a pledge of fidelity when he was about going to England, which pledge he violated by never returning, and the widow came in possession [*sic*]. It was purchased by Henry H. Williams of Samuel Watts in 1771[*sic*]; and his son, Thomas Williams, sold it to the company in 1831. It was two stories high, very spacious, with a wide balcony extending the entire length of the lower story, and sat near the summit of the gentle hill commanding a fine view of the river and creek, on either side, and in front, with Noddle's Island, Boston, and Charlestown in the near distance. Before it a green lawn descended to the smooth and hard shore, which was fringed with poplars, and no wharf or building marred the perfection of the scene. On the east side an unbroken stretch of cultivated land extended to meet the Shurtleff farm, the hospital land, now Hawthorn Street, forming the bound betwixt the two farms in that direction. In the rear, a few steps higher than the house foundation, was a spacious garden abounding with trees and flowers, and the well which, hidden by buildings on Winnisimmet Street, still supplies water of the coolest and purest description. Transformed into a public resort, it soon lost its homelike character, the sounds of revelry were heard in its most sacred places, and the clinking of glasses made unhealthful music. The garden soon lost its attractiveness, and a circular railroad for children, the cars drawn by flying horses, the motive supplied by a crank, took the place of blooming beds and well-trimmed borders. This railway was about thirty feet in diameter, and was situated near the present Williams Street. It may be claimed for it that, next perhaps to the Quincy granite tramway, it was the first railway in the country. From this garden Lauriat made his first balloon ascension about 1832.

The house was continued, as a hotel, for several years by the

Company, the several landlords being Payson & Fenno, Bride & Nichols, Philbric & Lord, and Taft & Bowditch. It was the father of the present Taft, of Point Shirley, named in this firm, although the distinguished purveyor was there, and acquired there, doubtless, much of the ability which has rendered him so popular since. Many were the attractions invited over to give the new house success: Rowing matches, balloon ascensions, musical and dramatic exhibitions, acrobatic and tight-rope performances in endless variety; and one who had invented a boot in which to walk the water tried it on the river in front of the house and found himself walking with his boots on top to his great peril. Here the itinerant juggler spread his carpet, and in spangled finery, rather faded, performed feats that drew pennies from admiring spectators; here improvised dances provoked the "light fantastic"; here black joke and quoits excited emulation, and here more sinful games defied the cognizance of law; and there beneath the shaded piazza in front the quiet visitor with his cigar and moderate sangaree enjoyed the scene spread before him to the top of his bent. These were halcyon times, to be disturbed by the rude touch of innovation, and very soon it was felt, for speculation makes no allowance for sentiment. The steamboats had now begun to run regularly, bringing over numerous passengers, but they came more for the sail than anything else, and the house languished. The survey of Chelsea having been made prior to 1833, the easterly side of the hill was cut away to form Winnisimmet Street, leading to the proposed new location for the ferry, and the ferry was accordingly removed there in that year. The house made a show of existence some little time after this change, but it was never a success, and in 1850 the house, hill, and every vestige of former condition with the old tavern had disappeared before the levelling hand of improvement, and few who walk our crowded streets can tell the spots which they occupied.

B. P. Shillaber.

November, 1881.

*The Rice,<sup>24</sup> Eustis, or Shurtleff Farm*

This farm of two hundred acres, which passed out of the Bellingham family within a few years after the governor's death, was sold by Richard Wharton of Boston to Robert

<sup>24</sup> "Rescued of Nicolas Rice for the years 1667 1668 1669 1670 for his Rent each yeare ten pounds for halfe the farm I say rescued 26. 11 : 1670 by mee Ri. Bellingham." (Mass. Archives, c. 128.) Who had the other half does not appear. [See *infra*, pp. 365-368.]



Thompson of London, March 15, 1685/6, for £300 current money of New England.<sup>25</sup> Its yearly value about 1700 was estimated at £20; and in 1687 Eustis, the tenant, was taxed for thirty acres of arable land and meadow and seventy acres of pasture.<sup>26</sup> The history of this estate, as one of the four great farms at Winnisimmet, devised by Governor Bellingham for pious uses, is unique, since it was that on which the long contest of one hundred and fifteen years over the governor's will was decided in 1787, as will be duly related.

On the slope bounded by Shurtleff, Shawmut, and Marginal streets, some years since, stood an old house supposed to have been the "Great Farm House," the rent of which, with the farm, was given by the governor's will to Penelope Bellingham, his widow. This house, though not destroyed, has been removed from its original site, and is no longer recognizable.<sup>27</sup>

March 10, 1803, Thomas Corbett of Darnhall, County of Chester, England, and Elizabeth, his wife, devisee of Robert Thompson, sold this farm to Thomas Dawes, trustee, for \$5000,<sup>28</sup> and he, to Benjamin Shurtleff, for \$10,000, August 2, 1813.<sup>29</sup> July 1, 1825, the United States purchased five acres of Shurtleff for \$2000,<sup>30</sup> and erected the old Marine Hospital

<sup>25</sup> Suff. Deeds, L. 15, f. 6.

<sup>26</sup> [*Infra*, pp. 321, 322. In 1685 Wharton conveyed 201½ acres. By actual survey, August 17, 1829, there were 214 acres 1 quarter 7 rods, — 144 acres of upland and 70 acres of marsh, — and five acres had been sold to the United States in 1825. For the plat, see Suff. Deeds, L. 393, f. 186.]

<sup>27</sup> [The site is marked on the map of Chelsea showing the location of the Bellingham farms, *supra*, p. 294. For Mrs. Bellingham, see chap. x.]

<sup>28</sup> Suff. Deeds, L. 205, f. 109. [Elizabeth Thompson Corbett was the niece of Robert Thompson of Elsham, Lincolnshire, England, who recovered possession of the farm in 1787 as related in chap. xviii. He appears to have been a great-grandson of Robert Thompson, who bought the farm of Richard Wharton. Thomas Dawes made this purchase in his own right. The grantor to Benjamin Shurtleff, in the next conveyance cited in the text, was the son, also named Thomas, as trustee for his twelve children, legatees of their grandfather, Thomas Dawes, Sr., the grantee in the deed from Corbett.]

<sup>29</sup> *Ibid.*, L. 242, f. 205.

<sup>30</sup> *Ibid.*, L. 301, f. 145. Same to Same, \$46.25, 18¼ rods, September 9, 1830. L. 351, f. 76. The Hospital Lot on Shearer's Plan is ten acres thirty-one rods; where did the United States get the other five? [July 6, 1825, Thomas Williams, owner of the Ferry farm, sold the United States, also for \$2000, five acres, the western half of this Hospital Lot. (L. 302, f. 161.) *Infra*, p. 362.]

on it in 1827.<sup>31</sup> Benjamin Shurtleff sold the remainder of this farm to the Winnisimmet Company July 31, 1835, for \$15,000.<sup>32</sup>

### *The Townsend or Cary Farm*

The boundaries of the Townsend farm were those of the modern Cary, comprising about 365 acres. Who occupied it between 1635 and 1663 is not now known; but from 1663 Samuel Townsend was tenant until his death in 1704.<sup>33</sup>

Samuel Townsend of Winnisimmet, who occupied the Cary farm, and Thomas Townsend of Rumney Marsh, who occupied part of the Vane allotment (the modern Fenno farm), their holdings separated only by Chelsea Creek, were sons of Thomas of Lynn, where Samuel was born about 1638. He joined the Boston church<sup>34</sup> September 18, 1681; was freeman in 1683; married Abigail, daughter of Samuel Davis<sup>35</sup> (inn-keeper at Winnisimmet, and at one time tenant of part of the

<sup>31</sup> April 25, 1867, sold with 43,416 feet of land to the city of Chelsea, and since used as a schoolhouse. (*Ibid.*, L. 900, f. 309.) In 1852-53, Hon. Francis B. Fay, then in the House of Representatives, carried through Congress a bill for opening Congress Avenue across the hospital grounds.

<sup>32</sup> *Ibid.*, L. 394, f. 116. See L. 449, f. 291; L. 475, f. 73; L. 517, f. 25. [May 8, 1835, Benjamin Shurtleff signed an agreement to sell to Thomas G. Cary *et al.*; July 10, 1835, he executed a conveyance of the same, the consideration being \$50,000, — \$10,000 in cash, and a mortgage secured on the land. On the same day Thomas G. Cary *et al.* transferred their title to the Winnisimmet Company. (L. 393, f. 185. A plat of the farm, dated August 17, 1829, is recorded with this deed.) For the mortgage see L. 405, f. 43. The conveyance of July 31, 1835, cited in the text, was a release by Benj. Shurtleff, for \$15,000, of a portion of the lands mortgaged. The citations which follow it refer also to partial releases.]

<sup>33</sup> June 1, 1677, the General Court ordered that Penelope Bellingham, the governor's widow, among other things, should have "the farme now occupied by Samuell Townsend, during her naturall life." Mass. Col. Rec., v. 142. 1685, "Friday, May the first, Mother Sewall goes to Salem; my Wife and I go with her to visit Mrs. Bellingham, and so to the Ferry Boat in which met with a Hampshire Man that had been well acquainted with Mr. Cox." (Sewall, Diary, i. 71.) I should like to read in Sewall that he and his wife accompanied his mother on her way to Salem as far as Winnisimmet, and there called on Madam Bellingham; but the Diary admits, perhaps requires, a different construction. [Mrs. Penelope Bellingham held a life lease of Governor Bellingham's mansion house in Boston.]

<sup>34</sup> [It was the Second or North Church.]

<sup>35</sup> Wyman.

Vane allotment), held various town offices, and died December 21, 1704. His gravestone is in the Revere churchyard. His family may have been connected with the Bellingham and Goodrick families. His widow died January 2, 1728/9, aged eighty-seven years and eight months, and was buried in Copp's Hill Cemetery. Their children were nine, sons and daughters, some of whose descendants have been of note. In the State Archives<sup>36</sup> are several of his accounts, as tenant of Governor Bellingham. One is as follows:

	s	d
for : 14 dayes : Carting : In the Year : 63 . . . . .	04	16 - 00
for : Wintring & Sumering : of 4 horses . . . . .	04	15 - 00
for : Wintring of 2 Oxen . . . . .	01	00 - 00
	<hr/>	
for : 4 dayes : Carting of fensinstuf to the Baackside of : Pouderhornehill : In : the yere : 64 . . . . .	01	08 - 00
for : 1 : dayes : Carting of Clay and : Bricks . . . . .	00	01 - 00
for : 1 : dayes : Carting : of : Boords : & Shingels : from the waterside . . . . .	00	01 - 00
for : 1 : dayes : Carting of Cordwood to the waterside . . . . .	00	01 - 00
for : 3 : dayes : Carting of fensin stuf : to : Weneseemit : . . . . .	01	01 - 00
for : wintring & Sumering of 6 horsis . . . . .	06	00 - 00
for : wintring & Sumering of 2 : Oxen & And 3 Steers . . . . .	03	11 - 00
for : wintring : & Sumering : of : a hefer . . . . .	00	15 - 00
for : a : Hefer Sold to : Mr Bellengem . . . . .	02	00 - 00
for the : tearking In of a : nu feld . wheareof : you : Eare : to : beare half Which the half Is . . . . .	04	00 - 00
	<hr/>	
	19	16 - 00

This shows that the clay pit northerly of Powder Horn Hill was worked in 1664,<sup>37</sup> and also opens to us Governor Bellingham's dealings with his tenants.<sup>38</sup> Samuel Townsend's inventory, January 9, 1704/5, is that of a prosperous tenant-farmer near Boston in 1700. As he died intestate, by family

<sup>36</sup> Mass. Archives, c. 169-173.

<sup>37</sup> [In 1683 clay pits are mentioned, situated on 1½ acres of land between the Eustace farm and "Lt. Smith's corne ffields," that is south-east of Powder Horn Hill. Chamberlain MSS., i. 55.]

<sup>38</sup> [This account, with others for the years 1667 to 1671, is printed in C. H. Townsend, *The Townsend Family* (ed. 1884). They show that the rent was paid almost entirely in farm produce and labor, in Indian corn, rye, wheat, oats, malt, turnips, peas, butter and cheese, eggs, wool, lambs, hogs; the carting of timber, driving of cattle to Boston and the like. At the time of Governor Bellingham's death the rent of the farm was £40 a year; in 1667 the account footed £36 14s.; in 1668, £40 5s. 5d.; in 1669, £43 11s. 9d., etc.]

arrangement May 17, 1708, two of his sons, Jonathan and Abram, took his assets, paying debts and stipulated sums to the widow and to the other children.<sup>22</sup>

As will be seen in the following chapters Governor Bellingham's estates at Winnisimmet became those of Edward and Rebecca Watts, in her right; and on her death passed by her will, March 16, 1714/5, to her sons, to Edward, the eldest, one undivided half, and to the younger, Samuel and Daniel, each one quarter. During the life of Edward they were held in common, Edward occupying the Ferry farm, of about 220 acres; Samuel, the Townsend farm of about 300 acres; and Daniel, the Senter or Carter farm, of about 160 acres. These estimates are of 1728. When Rebecca Watts died, March 25, 1715, her sons were respectively about twenty-one, seventeen and eleven years old. Edward at once assumed the manifold business, ferriage, innkeeping, store-keeping, and

<sup>22</sup> [When the estate was settled May 17, 1708, seven children were living.—Samuel (born 1661, settled in Charlestown, on the edge of Malden. See Wyman and Corey); Jonathan (h. 1668); Solomon (h. 1676, lived in Boston, married for a second wife, in 1714, Esther Sugars, daughter of the Captain Gregory Sugars who commanded in 1690 the naval forces against Quebec); Elias (b. 1678, lived in Boston); Abraham (h. 1682); Isaac (twin brother of the latter, married a daughter of Captain Edmund Ranger, one of the witnesses to Governor Bellingham's will, and bought property on Winter Street, in Boston, adjoining that of Colonel Penn Townsend); and Anna (b. 1672). Jonathan Townsend married Elizabeth, daughter of Samuel Waltham and granddaughter of Rev. Wm. Waltham of Marblehead, March 22, 1695. He was taxed at Rumney Marsh in 1701, was chosen constable in 1702, and fenceviewer in 1704 and 1707; apparently he was living on the farm in 1705, when the sheriff attached the dwelling-house of Abigail Townsend, widow, and that of Jonathan Townsend, husbandman. (*Infra*, chap. xiv.) At his death he was of Lynn, where his widow was appointed administratrix, April 16, 1718. His eldest son, Jonathan, born in 1698, graduated from Harvard College in 1716, and became pastor of the church at Needham. Abraham Townsend was mentioned as tenant on the farm in May, 1716, in conveyances between Edward Watts and William Antram. (Suff. Deeds, L. 30, f. 160.) June 12, 1728, the farm was described as lately in the possession of Abraham Townsend, but then of Samuel Watts. (*Ibid.*, L. 42, f. 215.) Abraham Townsend married Mary Eustace, daughter of William Eustace of the adjoining farm, November 30, 1708. She died January 28, 1718. He removed to Maine and died in 1746. (See papers filed in the suit of Mary Eustace of Chelsea vs. Abraham Townsend of Little Falls, York County, on a bond of October 25, 1750, given by Abraham Townsend of Biddeford, York County, Inf. Court of Common Pleas for Suff. Co., November, 1773; also Townshend Family, 51-53.)]

farming at the Ferry farm, and carried it on until his death in 1727; but it does not appear when the minors, Samuel and Daniel, occupied their farms. Edward Watts died September 17, 1727. His widow, Anne Antram Watts, June 12, 1728, conveyed to Thomas Greaves of Charlestown for £3000 all her interest in these farms, being nineteen thirtieths thereof;<sup>40</sup> and he in contemplation of their marriage made an indenture June 21, 1728, with Dr. Timothy Cutler of Christ Church, Boston (who published a sermon on his death, 1747), by which in case of their marriage he was to stand seized of this interest to their use for life with remainder, one half to the respective heirs of each.<sup>41</sup>

\* Suff. Deeds, L. 42, f. 215. How she acquired an interest greater than her dower does not clearly appear; but see Antram's deeds, *ibid.*, L. 30, f. 160. [May 1, 1716, "Edward Watts of Winnisimmet Gents and Anne his wife" conveyed to "Willam Antram of Boston Shopkeeper," for £3000 nineteen thirtieths of the three farms at Winnisimmet and of the ferry rights. May 22, the latter conveyed the same to "Edward Watts and Anne his Wife their heirs and assigns forever." The deeds were recorded May 24 and May 25, respectively. (Suff. Deeds, L. 30, ff. 160, 161.) As Edward Watts left no child, nineteen thirtieths of the farms at Winnisimmet belonged at his death to his wife. How Edward Watts in 1716 came to own more than the half of the farms willed him by his mother in 1715 is not known, but presumably by payment of legacies or by improvements on the estate. At his death his personal estate, valued at £2878 18s. 11d., was divided according to law among his widow, his two brothers, Samuel and Daniel, and his sister Rebecca, wife of John Muzzey. The conveyance from the widow Ann Watts to Thomas Greaves was dated five days before she filed the inventory of the personal estate of Edward Watts, and eleven days before her marriage, June 23, 1728, to Thomas Greaves by the rector of Christ Church. It was acknowledged on the same day, June 22, as the conveyance from Thomas Greaves to Dr. Cutler mentioned in the text; both were recorded July 16, 1728. (Suff. Deeds, L. 42, ff. 215, 216.)]

"*Ibid.*, L. 42, f. 216. [If Mrs. Ann Watts survived Thomas Greaves, one half was to belong to herself and her heirs and assigns forever, and one half was to pass to his heirs after her death; if he survived her, one third was to pass to her heirs after his death, and two thirds was to belong to him, his heirs and assigns forever. Mrs. Ann Greaves died in March, 1738, aged 49; he survived until June, 1747. Thomas Greaves was a graduate of Harvard College (1703), a physician, a representative to the General Court, and from 1733 until his death a Judge of the Middlesex Court of Common Pleas. He was the first warden of Christ Church, where Edward Watts was a vestryman, and though he lived in Charlestown, was a constant attendant.] A son was born to Edward and Anne (Antram) Watts, May 27, 1718 (Boston Records), but on the division of his father's estate, as above, no provision was made for any child, and it may be assumed that none was then living. [The child died July 17, 1718, aged seven weeks. Boston Records.]

By tripartite indenture of June 25, 1728, Samuel Watts became sole owner of the Ferry farm, Thomas Greaves and Anne his wife of the Cary farm, and Daniel Watts of the Carter farm.<sup>42</sup>

Anne Watts Greaves devised<sup>43</sup> the Cary farm to her step-daughter, Margaret Greaves, wife of Captain Samuel Cary, whose heirs sold it for \$150,000 to the Cary Improvement Company May 1, 1852.<sup>44</sup> Those recently living remembered two old farm houses, besides the Cary mansion, standing on the farm, one not far from Slade's Mill, and the other on the eastern side of Eastern Avenue, near its junction with Broadway.<sup>45</sup>

This farm has an interesting history. It is the largest and most favorably situated of the Bellingham farms. Fairly divided into upland and meadow, it was the most productive. The descendants of Samuel Townsend and Samuel Cary, sometime tenants or occupants of this farm, have filled public stations. Unlike many of the great Chelsea farms, in its earlier and later days it was occupied by its proprietors, and four generations of Carys were born or have lived on it.

Thomas Greaves,<sup>46</sup> father of Margaret Greaves Cary, married, first, Sybil Avery, the mother of his children; secondly, Anne Antram, widow of Edward Watts the younger, of Chelsea; and thirdly, Phœbe, widow of Leonard Vassall of Boston, who survived him. Samuel Cary, son of Samuel and Mary Foster Cary of Charlestown, where he was born November 29, 1713, graduated at Harvard College in 1731. He followed the seas, and was known as Captain Cary. It is not certainly known at what time he began to reside at Chelsea, where his death is recorded in the Church Records December 7, 1769, though Wyman gives it as on the fourth and his burial on the seventh, from his brother Richard's house in Charlestown.<sup>47</sup>

<sup>42</sup> Suff. Deeds, L. 42, f. 297, given *infra*, pp. 331-333.

<sup>43</sup> [See *infra*, p. 369.]

<sup>44</sup> Suff. Deeds, L. 625, f. 180; L. 632, f. 198. [See *infra*, p. 371.]

<sup>45</sup> [According to the assessor's list for the direct tax of 1798, two houses stood on the farm, the mansion house and a one-story cottage 28 × 13 feet.]

<sup>46</sup> As he wrote his name, and as his great-grandson, Thomas Greaves Cary was baptized.

<sup>47</sup> Gen. and Estates of Charlestown, 179, 433.

Hon. Samuel Watts' memorandum book says, "Capt. Cary Dyed between the 3<sup>d</sup>. & fourth of December, 1769."<sup>48</sup> The family genealogy enters it as December 8. He married, December 24, 1741, Margaret Greaves, who was born July 19, 1719, and died October 8, 1762, presumably at Charlestown, as her death is not recorded at Chelsea. She is described as "small in person, plain, being pitted with the smallpox, but very intelligent and active, and assisted her father frequently in his apothecary's shop."<sup>49</sup> They had four children: Samuel, born September 20, 1742; Thomas, October 7, 1745; Jonathan, October 21, 1749; and Abigail Coit.

Samuel Cary was educated to business and went to St. Kitts, on the island of Grenada, where for many years he was engaged in buying and selling cargoes, and finally became a planter. On one of his home visits he became acquainted with Sarah, only daughter of Ellis Gray of Boston, born in 1753, whom he married November 5, 1772. They began their new life in the old mansion house at Chelsea, which had been suitably furnished for them.<sup>50</sup> The next summer Mr. Cary returned

<sup>48</sup> [The Massachusetts Gazette and News-Letter of Thursday, December 7, 1769, records: "Last Monday Morning died at his Seat in Chelsea, after a few Days Illness, Samuel Cary, Esq; in the 58th [sic] Year of his Age. — A Gentleman of superiour Abilities, and polite Accomplishments. His Remains are to be interred this Afternoon from Richard Cary, Esq; in Charlestown." So many discrepancies of this nature between the church records of deaths, and records found elsewhere, have been noted, that it is open to question whether the former may not be a list of the funerals at which the Rev. Phillips Payson was present or officiated. It seems to have been a custom of the proprietors of the Cary farm in the eighteenth century, as of Captain Keayne in the seventeenth, to retain certain rooms for their own use in the farmhouse at Chelsea, where the tenant farmer lived. Evidence of this is given by Mrs. Cary in 1791 and 1801. (Cary Letters, 90, 164.) It is noticeable that Flora, servant of Captain Cary, owned the covenant at Rumney Marsh October 29, 1769, and her son Hamblet was baptized there on the same day. This is the first reference to the family in the church records. After this date an almost constant occupation of these rooms can be traced. The presumption is that the custom did not exist before the death of Mrs. Samuel Cary in 1762, the purchase from the heirs of Mrs. Ann Greaves in 1763, and the division in 1765 of the estates till then held in common by Samuel Cary and James Russell, and the assignment to Captain Cary of this farm, as described *infra*, pp. 369-372. Tradition says that the "house was what is called an L-house, till [Captain Cary] had the northeast corner built." (Cary Letters, 5.)]

<sup>49</sup> The Cary Letters, 3: An interesting collection to which I am much indebted for the history of the family.

<sup>50</sup> Cary Letters, 15.



*He and Mrs. Samuel May  
sketched by G. S. May 1822*

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1763, and the memorandum book says, "60  
1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443

... to business and went to Boston, where for many years he was engaged in various mercantile and banking purposes, and finally became a partner in the firm of Perkins, Gray & Co. On his frequent visits he became acquainted with only one person, Ellis Gray of Boston, born in 1752, the minister of the church, 5, 1772. They began their association in the summer house at Chelsea, which had been erected for them.<sup>60</sup> The next summer Mr. Gray

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*His son, Mr. James W. W. W.  
died by 'sophy' 1872*

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to Grenada, leaving his wife with her mother presumably at Chelsea; for there she joined the church August 1, 1773, and there, according to the family genealogy (though the Chelsea records make no mention of it), their son Samuel was born October 17 of the same year. The next winter reluctantly leaving her infant son with her mother at Chelsea, as I suppose, she joined her husband at Grenada, which was her home for eighteen years. She died at Chelsea August 26, 1825.<sup>51</sup>

Both Captain Samuel Cary, seaman, and his son, the West India planter and merchant, were much abroad, and for many years the Cary farm was without resident proprietor.<sup>52</sup> I have inquired with some diligence, but with little success, as to the tenants who lived on this farm between 1742 and 1792.<sup>53</sup> I find no memorandum, public or private, that it was taxed to the family before 1784; and as leases were seldom recorded, it is not easy in the absence of family papers to learn the name of the tenants. But Captain Samuel Sprague may have occupied it from 1755 (and perhaps earlier) until his death in 1783. But it does not follow that the tenant of the farm occupied the principal mansion, as there were two

<sup>51</sup> They had thirteen children: Samuel, b. at Chelsea, Oct. 17, 1773, d. at sea, 1810, unmarried. There were born at Grenada: Margaret, 1775, d. single at Chelsea, 1808; Charles Spooner, 1778, d. at Chelsea, 1866; Lucius, 1782, d. single in England, 1826; Sarah, 1783, m. Rev. Joseph Tuckerman, d. at Boston, 1838; Henry, 1785(?), d. in Florence, 1857; Anne Montagu, 1787, d. at Chelsea, 1882; Edward, 1789, d. 1808; Harriet, 1790, d. 1873. Besides Samuel, there were born at Chelsea: Thomas Greaves, 1791, d. at Nahant, 1859 (Town Treasurer 1817); George Blankern, 1792, d. 1880; Robert Howard, 1794, d. 1867; William Ferdinand, 1795, d. 1881.

<sup>52</sup> I find no evidence that Captain Cary resided on his farm before 1768. In that year his name is on the tax list; but was erased, probably because the assessors learned that, as theretofore, the estate was to be taxed to the tenant. From Wyman one might infer that his death, as well as his funeral, was at Charlestown; but the Cary Letters leave little doubt on this point. They say that "the old gentleman passed the last few years of his life at Chelsea," and that in his last sickness, "old Mrs. Daniel Pratt, who lived in the Pratt neighborhood, was called in to nurse him." (Letters, 5, 6.) [See *supra*, note 48.]

<sup>53</sup> [In the division of 1728, this farm was assigned to Thomas and Ann Greaves; their home was in Charlestown. In conveyances dated March, 1737/8, and September, 1749, Stephen Kent is mentioned as the tenant of the farm, and Joseph Gould, of the house near the mills (Suff. Deeds, L. 67, ff. 76, 77; L. 105, ff. 66-72; L. 78, ff. 235, 236). *Infra*, pp. 374-377.]

farm houses on the estate, either of which was nearer the centre of town affairs than the Cary house.<sup>54</sup> It was not uncommon in those days for an enterprising farmer to carry on a farm besides his own, and Capt. Sprague's taxes during this period indicate that he paid for an estate much larger than his own, according to the records in Rumney Marsh, one as large as the Keayne, or the Newgate, or the Williams farm; but on his death his executors paid for one only about a third as large.<sup>55</sup> That he was in possession of the Cary farm in 1773 perhaps may be inferred from a letter of John Tudor, who speaks of meeting him at Mr. Cary's. Samuel Cary's name appears on the tax list of December, 1772, but no tax is against it. When Mr. and Mrs. Cary went to Grenada in 1773, they left their son with his grandmother, Mrs. Gray, who appears to have lived on the farm until her death in 1791.<sup>56</sup> Captain Sprague died in 1783. At one time James Low, son of John and Abigail, born September 22, 1777, and father of the late Hon. John Low, carried on the farm and occupied part of the mansion house; but it does not appear at what time his tenancy began. October 17, 1802, Mrs. Cary wrote to her son Samuel, then in Grenada, "this is the last harvest while Mr. Low is here. He, poor fellow, quits us because his earnings are too small to maintain a growing family. Your father has engaged another family to come to the house and take the farm at the halves."<sup>57</sup> In the winter of 1775-6, during the siege of Boston, some of Washington's troops occupied the Cary mansion as barracks; and the tradition is that the furniture and pictures could scarcely have fared worse had they belonged to a tory family instead of to one patriotic.<sup>58</sup>

Mr. Cary, having acquired what he considered a competent

<sup>54</sup> [Apparently Captain Sprague lived in the mansion house, certain rooms therein being reserved, from about the year 1768, for the use of Captain Cary and his descendants. See *supra*, notes 45, 48; *infra*, Appendixes 8, 9.]

<sup>55</sup> [*Infra*, p. 375.]

<sup>56</sup> Cary Letters, 24, 27, 43; [also 65, 69, 70, 71, 79, 86].

<sup>57</sup> Cary Letters, 172. [*Infra*, pp. 376, 377.]

<sup>58</sup> *Ibid.*, 11. [Samuel Cary and his wife were then resident in the West Indies, but sympathized with the patriotic cause. (Cary Letters, 19.) The reference cited does not state that the house was used as barracks. As Captain Samuel Sprague dwelt there, it would naturally serve as an army centre.]

fortune, returned to Chelsea July 2, 1791, leaving his oldest son to carry on the business, but bringing with him his wife, seven children born in Grenada, and three black servants, of whom only Fanny Fairweather ended her days in Chelsea.<sup>59</sup>

Mr. Cary remodelled the old house, at the cost of \$12,000, making it a fine specimen of colonial architecture.<sup>60</sup> There were then no trees about the place; but he soon planted the east and west avenues with elms, which became majestic; bordered his grounds between Broadway and Washington Avenue with hawthorn shrubs, which grew to trees, as some living saw; made a dyke across Chelsea Creek, which gave him a fine fish pond; <sup>61</sup> discovered a fine spring up the hillside, to be conveyed to the house; <sup>62</sup> planted a garden, and improved his lands so that in due time this place, named The Retreat, on the southeasterly slope of Powder Horn Hill (whose summit belonged mainly to the estate, commanding prospects that, once seen, are never forgotten), became one of the most beautiful in the vicinity of Boston.

To this place, though not easily accessible before the building of Chelsea Bridge in 1803, came people from Boston, attracted by the beauty of the situation, or as relatives of its occupants, whose talents, culture, and intimate knowledge of strange lands and life, made their society interesting. The marriage of their daughter Sarah with Rev. Joseph Tuckerman in 1808 added to the charm of this circle. He succeeded the Rev. Phillips Payson as pastor of the church, which Mr. Cary joined July 23, 1797, as his wife had done nearly a quarter of a century before. The opening of Chelsea Bridge and Salem Turnpike, incorporated March, 1802, gave the Cary family easier communication with their Boston friends as well as with what is now Revere, where they worshipped, and with the Tuckerman parsonage, which was about two miles distant from The Retreat.

<sup>59</sup> Letters, 42, 48. The following incidents in the Cary family are from the Chelsea Church Records: 1769, Oct. 29, Flora, a negro servt. of Capt. Cary, owned the Cove; she & her son Hamblett, baptized; 1770, Feb. 11, Joseph, her son, baptized; 1772, July 12, Priscilla, her daughter, baptized; 1798, Sept. 23, David Fayerweather married to Fanny Cary — Blacks.

<sup>60</sup> *Ibid.*, 45.

<sup>61</sup> *Ibid.*, 129, 134, 159, 166.

<sup>62</sup> *Ibid.*, 169.

Chelsea at that time provided only the cheapest educational advantages, and not even these in the vicinity of the Cary estate;<sup>63</sup> but some of the children had been sent to England, and some to a private school in Medford for education; and Dr. Phillips Payson, whose services as an instructor of youth have never been duly acknowledged, was not remote.<sup>64</sup> And so passed the agreeable life of the Cary family at Chelsea, glimpses of which some of us have had and admired even when its primal glory had departed.

Adversity came soon. The negro insurrection of 1795 in the West Indies imperilled and chiefly destroyed the value of Mr. Cary's property in Grenada. To rescue it he went thither; but on the voyage he was taken prisoner by the French, and only with great difficulty saved his life. On his return to Chelsea he was obliged to accommodate himself to new circumstances. Chelsea finances not allowing a school taught by a master for the whole year, a mistress was employed for the summer months, during which the older boys assisted on the farm.<sup>65</sup>

Mr. Cary died August 1, 1812, and his widow in 1825. Two of their daughters, known as Miss Harriet and Miss Ann, lived in the old mansion in recent days, and died sincerely mourned by all who had known them. The Cary mansion still stands, but its glories have passed away with those who once inhabited it.

<sup>63</sup> [There was no school near the Cary farm when the family came thither from the West Indies in July, 1691; but one was built within the next six months, and a master engaged for it. This was the school over which, as mentioned in the text, a woman was placed in the spring of 1792, because Chelsea could not afford to pay "all the year round for a man's school." (Cary Letters, 88, 92, 95, 114.) In 1795, when the news of losses in the West Indies arrived, the children were recalled from the boarding school in Medford; and the youngest received the rudiments of their education in this little schoolhouse. (*Ibid.*, 99, 112, 114.) In 1799, Henry was at Billerica Academy. (*Ibid.*, 147; also, 172, 176.) Three of the younger sons graduated from Harvard College: in 1811, Thomas Greaves Cary, later a member of the Mass. Hist. Soc.; in 1816, Robert Howard Cary (M.D. 1820); in 1817, William Ferdinand Cary.]

<sup>64</sup> [The Rev. Phillips Payson died in 1801. The eldest son, Samuel Cary, studied Latin with him before leaving Chelsea, at about ten years of age it is said, for a school in England. (Cary Letters, 71, 73.)]

<sup>65</sup> Letters, 88, 95.







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CARY HOUSE.

RELIOTYPE CO., BOSTON.

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*The Senter, or Carter, Farm*

The fourth of Governor Bellingham's estates at Winnisimmet was early known as the Senter,<sup>66</sup> and in later years as the Carter farm.

On the division of the Watts farms in 1728 the Senter farm, as has been said, was taken by Daniel, afterwards known as Deacon Watts. He, like all the children of Edward and Rebecca Watts, was born in England, and came to Winnisimmet with his parents in 1710. Unlike his brothers he was only a farmer, and lacked their opportunities for gaining wealth. The inventory of his personal estate shows only simple furniture and a small farm stock. His real estate was valued as follows:<sup>67</sup>

	L. money
To 16 acres of mowing and Plow land at £10 pr acre . . .	£160 00 00
to 66 acres of Pasture Land at 6 s . . . . .	396 00 00
To 56 acres of Sallet marsh at 3 s pr acre . . . . .	168 00 00
To a Mansion House . . . . .	86 13 04
Barn & hog house nere the house . . . . .	13 6 08
the Great Barn & Hay Scrues . . . . .	17 6 08
to the Pew in Chelsea Meeting house . . . . .	6 00 00
	<hr/>
	£847 6 8

September 27, 1739, for £310, he sold to Benjamin Blaney<sup>68</sup> twelve acres of land.<sup>69</sup> This included the modern Heard estate on the southerly side of County Avenue, on which were lately built the mansions of Judge Bosson, Frank S. Hersom, and

<sup>66</sup> [This note has been placed as an appendix to this chapter; see p. 378.]

<sup>67</sup> [Draft in handwriting of Samuel Watts], Chamberlain MSS., ii. 5.

<sup>68</sup> Though Captain Blaney owned this estate in Chelsea he did not live there, but a little over the Everett line, not far westerly of the "Everett Springs," where his house is still standing. He was an ardent patriot in 1775, and from his proximity to Chelsea he frequently acted with its people in public affairs. The brothers, Ambrose and Benjamin Blaney, were customers of Samuel Watts as early as 1742; but I cannot say that the latter was Captain Benjamin Blaney. [Benjamin Blaney, who bought this land, was captain of the Malden militia from 1740 till his death, February 8, 1750/51. (Malden Vital Records, 331; Corey, 718.) He came from Lynn in 1724; his house and tan yard near the South Spring in Malden had formerly been occupied by John Brintnall, second of the name. (*Supra*, p. 47.) Benjamin Blaney, the son, was born July 24, 1738, was an ensign in the Malden militia in 1765, and captain in 1774. (Vital Records of Malden; Corey, 720, etc.)]

<sup>69</sup> *Infra*, Appendix 11.

Dr. W. R. Chipman. Colonel John H. Cunningham's estate, though on County Avenue, was not part of the Blaney purchase. In 1757 Joseph Whittlemore paid £1 9s. 7d. 2f. for the rates of 1756 "on his part of Deacon Watts's farm." I find no record of a conveyance of the farm to Samuel Watts; but from memoranda I infer that he purchased the greater part of it.<sup>70</sup>

Daniel Watts died June 7, 1760, aged fifty-six, and his wife Elisabeth March 21, before, aged fifty-seven. His will, May 29, 1760, mentions daughters Rachel Leverett, Sarah, and Catherine.<sup>71</sup>

On the division of the estate of Hon. Samuel Watts in 1772 the westerly half of the mansion house of Daniel Watts, and that part of Powder Horn Hill which was bounded easterly by the Cary estate, were set off to Dr. Edward Watts of Falmouth,

" (No date.) The pasture J bought of Brother Watts	£600
the Remainder of his Farm . . . . .	5889
	<u>6489</u>
To Sundries for Ditching . . . . .	100
	<u>6589</u>
the Interest thereof pr Annum is . . .	383 16

Account Book of Samuel Watts, 1765-69. [According to the executors' account (Suff. Prob. Rec., L. 64, f. 618) the real estate was "struck off at vendue."]

1765, August 22. The sheriff levied an execution for £34 18 6 in favor of Mary Harris, on 8½ acres of marsh-land at £4 pr acre. Suff. Deeds, L. 105, f. 163. [September 16, 1788, Mary Harris sold this to Dr. Samuel Danforth for £15. (Suff. Deeds, L. 103, f. 190.)]

" The executors account for sales of real estate, is

	£708 0 0
Personal . . . . .	53 1 7
	<u>761 1 7</u>
Debts and expenses . . . . .	628 9 10½
	<u>132 11 8½</u>

Suff. Prob. Rec., L. 64, f. 620. [The following entries relating to the settlement of the estate of Daniel Watts appear in the Day Book of Samuel Watts, Chamberlain MSS.: "Nov. 10, 1764. Mr. Leveret in full for his wives portion in her Father Watts Estate, £150.

Augt 18 1766. pd mr Bridge forty five pounds on Catharine Wattss Accot for him to give her Sister Sarah Watts sd Catherine gave a Receipt on the Back of a note she has of mine.

Sept 5, 1766. pd John Watts in full of his portion of his Late Fathers Estate, £40 : 00 : 0.

Sept 16, 1769 Pd my Neece Catherine Watts in full of her Share and portion of her Fathers Estate."]

Maine. This with other lots which fell to him he sold to Moses Collins for £564 6s. 8d. March 13, 1773.<sup>72</sup>

The easterly half of the house and several lots of land were set off to Hannah, wife of Dr. Samuel Danforth,<sup>73</sup> who by later purchases became one of the largest owners of the marsh which stretches from the foot of Powder Horn Hill to the Mystic River. He sold these estates to William Hall for \$26,000, with mortgage back for \$14,000, March 11, 1806. March 16, 1808, Hall reconveyed to Danforth,<sup>74</sup> who sold them for \$10,000 to Thomas Furber October 16, 1813;<sup>75</sup> and Furber, to Richard Williams for \$6,500 March 10, 1821.<sup>76</sup> Rachel Williams, as guardian of the children of Richard, sold the Daniel Watts estate of five parcels, in all 128 acres, to William B. Reynolds for \$4,800 May 1, 1824;<sup>77</sup> and he, to Joshua Carter for \$7,000 September 2, 1835.<sup>78</sup>

August 1, 1856, the heirs of Joshua Carter for \$60,000 conveyed to Wm. R. Pearmain and others, trustees of the Chelsea Highland Company, a part of Powder Horn Hill.<sup>79</sup> This company in 1882 sold by auction its lands then unsold,

<sup>72</sup> Suff. Deeds, L. 123, f. 102. [For its later acquisition by Dr. Samuel Danforth, see *infra*, Appendix 11.]

<sup>73</sup> Dr. Samuel Danforth [H. C. 1758], son-in-law to Hon. Samuel Watts, and owner of much real estate in Chelsea, was not a citizen whose biography I might detail; but it may be mentioned that he was a loyalist, and as such his conduct was observed by the whigs. In 1778 he with some others was imprisoned for a few hours, and then released under circumstances which incurred the animadversion of the Committee of Safety for Boston. Their report, and a counter memorial of Dr. James Lloyd and Dr. Samuel Danforth, may be seen in Acts & Resolves, v. 848, 849.

<sup>74</sup> Suff. Deeds, L. 215, ff. 22, 23; L. 225, f. 34.

<sup>75</sup> *Ibid.*, L. 243, f. 14.

<sup>76</sup> *Ibid.*, L. 270, f. 297. Parcels substantially identical. [Thomas Furber conveyed to Williams the lands purchased of Samuel Danforth October 16, 1813, except such parts as he had already sold to Joseph Hurd of Charlestown, Aaron Dexter of Boston, and the President and Directors of the Massachusetts Bank. The lands excepted were a few acres in Malden, and 120 or 130 acres of marshland in Chelsea. See *infra*, Appendix 11.]

<sup>77</sup> *Ibid.*, L. 290, f. 61. [This sale was subject to the dower rights of Rachel Williams. By a separate deed of the same date she released her right of dower for \$1200. (L. 290, f. 62.) Thus the full consideration was \$6000.]

<sup>78</sup> *Ibid.*, L. 396, f. 42. There are two plans parts of this estate by John Low, May, 1848, and October, 1853; others by John Cunningham, 1860; by Joseph R. Carr, Jr., 1871; by W. A. Williams, September, 1871; by Joseph R. Carr, Jr., 1872; and by Whitman & Breck, 1873.

<sup>79</sup> *Ibid.*, L. 703, f. 1.

and dissolved.<sup>80</sup> A few years since there stood on the northerly side of Washington Avenue and the westerly side of Winthrop Street a house and barn occupied and perhaps built by Daniel Watts.<sup>81</sup> It is shown in the vignette painted by Nathaniel Rudd, Esqr., who has kindly permitted its use for this work. On the site of that house stands that erected by the late Levi Slade; and on the site of the stable the house of Mellen Chamberlain, erected in 1870.

<sup>80</sup> [March 24, 1884, the trustee filed releases of the property in question; nearly all were dated October 19, 1882. Suff. Prob. Rec., L. 556, f. 66.]

<sup>81</sup> [In 1773 a part of this farm was conveyed to Moses Collins with "the half of a dwelling house that was built by Deacon Daniel Watts, and also with a large barn." The house faced the south, and fifteen poles of land adjoining it to the west were bounded west and south by the road from Winnisimmet ferry to Lynn. (Suff. Deeds, L. 123, f. 102.) The site of the mansion house of Joshua Carter is marked on the plan of the Carter estate recorded in Suff. Deeds, L. 589, end of vol.; also on the map of Chelsea showing the location of the Bellingham farms, *supra*, p. 294.]





and ourselves! A few years since there stood on the site of the old city hall a fine Washington Avenue and the western end of Winchester Street a house and barn occupied and owned by Daniel W. Pratt. It is shown in the vignette of the Nathan C. Gould, Esq., who has kindly permitted me to use this wood. On the site of that house stands the city hall in 1858, and on the site of the stable the city hall in 1870, erected in 1870.

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## APPENDIX 1

[LIEUTENANT JOHN SMITH was the son of Francis Smith of Reading. His lease of the Ferry farm was dated in January, 1664/5. He was then about forty-four years of age. At Reading he had been an innkeeper, lieutenant of the military company of the town since 1656, and many years a selectman.<sup>1</sup> He married for a first wife Catharine, daughter of Isaac Morrell of Roxbury. She died, it is said, in 1662. Five children by the first marriage were living when Isaac Morrell made his will in December, 1661: Mary, John (born 1651), Isaac (b. 1655), Francis (b. 1658), and Abraham (b. 1661). Isaac was killed by the Indians at York, Maine, in 1677.<sup>2</sup> In 1697 only two children by this first marriage were living, Francis Smith, who married Ruth, daughter of Elias Maverick, and returned to Reading, where he dwelt on his grandfather's homestead, and became selectman, town clerk, and deacon in the church; and Mary, who married Major Jeremiah Swayne of Reading, the commander of a regiment sent against the Eastern Indians, a Deputy to the General Court, and an Assistant.<sup>3</sup>

The second wife of Lieutenant John Smith was Mary Bill, daughter of James Bill, Sr., of Pulling Point. August 4, 1676, John Smith conveyed a lot of land in Boston to his father-in-law, James Bill, for the use of his wife Mary and his children by her. Three daughters by this marriage were living in 1702: Jemimah, who married, first, Paul Maverick of Winnisimmet, son of Elias

<sup>1</sup> Eaton, Reading, 111, 14, 281; MSS. Records of Inf. Court of Common Pleas for Middlesex County (1699-1722) 111; Middlesex County Court Records, October 7, 1656.

<sup>2</sup> Sewall, Diary, i. 41. April 11, 1677.

<sup>3</sup> Eaton, Reading, 115; Suff. Prob. Rec., L. 1. f. 379; Suff. Deeds, L. 11, f. 177; L. 14, f. 282; L. 18, f. 208; L. 28 f. 257. According to papers filed in a suit Francis Smith, July 3, 1649, conveyed a farm in Reading of two hundred fifty acres to John and Catharine Smith for life, with reversion to their children. John Smith sold his rights therein. In 1707 Francis Smith son of Captain John Smith, deceased, and Jeremiah Swayne, in the right of his wife Mary, sued to regain this land. It is there stated that Mary Swayne was the daughter of Captain John Smith, and not, as Eaton supposed, his sister. MSS. Records of Inf. Court of Common Pleas for Middlesex County (1699-1722), 111; Mass. Archives, xl. 917.

Maverick, Sr., and, second, Henry Richman of Boston; Anne, wife of Jonathan Tuttle of Rumney Marsh; and Phœbe, wife of John Brintnall.<sup>4</sup> According to Eaton, Jemimah Smith was born in 1670; and Phœbe according to the Boston Records June 27, 1673.

May 30, 1711, John Brintnall stated that he had kept the inn at Winnisimmet and attended the service of the ferry for seventeen years.<sup>5</sup> Presumably he and his wife lived with Captain John Smith after the death of her mother in 1693/4. Yet Captain Smith left a widow named Esther.<sup>6</sup> His will and the inventory of his estate are in the Suffolk Probate Records.<sup>7</sup>

When the Three County Troop was disbanded in 1690, and a ninth company of the militia of Boston formed, the train soldiers of Rumney Marsh were directed to meet at Lieutenant Smith's to nominate officers. In 1691, he was captain of this company.<sup>8</sup>

<sup>4</sup> Suff. Deeds, L. 24, ff. 132, 135, 137; L. 28, f. 257.

<sup>5</sup> *Infra*, chap. xxiv.

<sup>6</sup> Suff. Deeds, L. 28, f. 257.

<sup>7</sup> L. 16, ff. 193, 237.

<sup>8</sup> Mass. Archives, xxxv. 348; Sewall, Diary, i. 348. September 14, 1691.

## APPENDIX 2

[THE following items from the tax lists<sup>1</sup> show the comparative values of the Bellingham farms.

In 1674 the rate of John Smith was 8 shillings; Nicholas Rice 3s.; Samuel Townsend, 4s.; and Jeremiah Belcher (Center farm) 4s.

1676		Lands. Acres.	Houses	Horses	Cows	Swine	Sheep
Lt. John Smith		60	30	2	8	6	40
W <sup>m</sup> Eustice (Rice farm)		40	10	1	6	10	6
Samuel Townsend		60	20	2	8	8	
Jeremiah Belcher (Center farm)		30	10	0	8	6	

1687	Heads	Arable Lands & Meadows	Pasture Land	Oxen 4 yrs old	Cattle young & old	Horses & Mares young & old	Five Sheep & Wethers above one year.	Swine above 1 yr.	Housing, Mills & Wharves.
					5s	2s	30s	10s	20s
						to 3s	to 5s		
John Smith	1	30	70	2	5	5	30	1	10
W <sup>m</sup> Ustis	1	30	70	4	14	2	30	5	5
Sam <sup>l</sup> Townsend	1	30	70	2	20	4	14	5	4
Jeremy Belcher	1	15	45	2	7	2	10	1	3
John Sentor	1	15	45	2	7	2	10	1	3
1692 —						£1			
John Smith									
William Eustice							6s.		
Samuel Townsend							12s.		
John Canter							14s.		

## Rates for 1701 and 1702.

		polls	negroes	oxen	cows	horses	sheep	hogs
John Brintnall (Ferry farm)	1701	2	2	2	7	83	0	4
	1702	2	1	2	5	6	40	2

farm 150 acres  
by lease  
Upland and  
Mado 100 acres

<sup>1</sup> Boston Rec. Com. Rep., i. 59, 66, 132; x. 130, 142, 148, 149.

William Eustace	1701	2	0	2	6	1	50	1	20: 0 yearly rent or worth of houses or Lands.
	1702	2	0	2	10	1	60	1	
Samuel Townsend	1701	2	0	4	10	1	30	2	30: 0 "
	1702	2	0	4	10	0	30	2	
John Center	1701	3	0	2	6	2	45	1	13: 0 "
	1702	3	0	2	6	1	40	1 ]	

## APPENDIX 3

INVENTORY<sup>1</sup> OF THE PERSONEL ESTATE OF M<sup>r</sup>. EDWARD WATTS OF WIN-  
NESIMET DECED<sup>t</sup> TAKEN BY VS THE SUBSCRIBERS VIZ!

1 Iapaned Chist Drawers @ . . . . .	£14. 0. 0	
1 Tabel Ditto @ . . . . .	4. 0. 0	
1 Looking Glass Ditto @ . . . . .	10. 10. 0	
1 Black Wainot Chist of Drawers . . . . .	8. 0. 0	
1 Table Ditto . . . . .	2. 10. 0	
1 Ouell Table . . . . .	3. 10. 0	" 42. 10. 0
1 Doz Caln Cheires @ 35/ . . . . .	21. 0. 0	
2 Great Elbow Cheirs @ 70/ . . . . .	7. 0. 0	
1 Great Cheire @ . . . . .	6. 0. 0	
1 Dressing Glass . . . . .	1. 15. 0	
Sundry Pictuers . . . . .	5. 0. 0	" 40. 15. 0
One the manteltree Glasses &c . . . . .	1. 6. 0	
1 Doz Damas Knapkins . . . . .	2. 8. 0	
1 Table Cloth Ditto . . . . .	1. 10. 0	
6 Dieper Knapkins @ 3/6 . . . . .	1. 1. 0	
11 Ditto @ 2/6 . . . . .	1. 7. 6	
2 Table Cloths @ 25/ . . . . .	2. 10. 0	10. 2. 6
1 pair Sheets . . . . .	1. 0. 0	
3 Singeli Sheats . . . . .	3. 0. 0	
5 pair Cottin & linin Sheats . . . . .	6. 5. 0	
1 pr Cottin Do 30/ 2 pr ordnary Do @ 15/ . . . . .	3. 0. 0	
5 pr Coars Linin Sheats @ 20/ . . . . .	5. 0. 0	
1 pr Windo Curtings 20/ & 2 Cushings 20/ . . . . .	2. 0. 0	
1½ Doz. Knapkins @ 1/0 . . . . .	0. 18. 0	21. 3. 0
2 Cottin & linin Table Cloths . . . . .	1. 0. 0	
5 Old Table Cloths . . . . .	1. 12. 0	
3 Coars Cloths . . . . .	0. 3. 0	
1 Spy Glass . . . . .	0. 10. 0	
a Silver Heited Soard & Belt . . . . .	6. 0. 0	
7 pr Pillow Bears @ 4/ . . . . .	1. 8. 0	
1 pr new Cottin Sheats . . . . .	1. 16. 0	
1 Bead Boulsters & Pillow qt 64lb at 3/ . . . . .	9. 12. 0	" 22. 1. 0
1 pair Blankets . . . . .	2. 0. 0	
a Callico quilt . . . . .	3. 0. 0	
1 pr Brass Dogs Tonge & Shovell . . . . .	2. 5. 0	
a Nest of Draws . . . . .	0. 2. 6	
a Bed Stid Curtings & Vallants . . . . .	5. 0. 0	
1 Doz. Qt Botells & 13 other Ditto . . . . .	0. 8. 4	

<sup>1</sup> Suff. Prob. Files, 5519, — [the original document with autograph signatures and official endorsement.]



12 Earthen Dishis 1 Teapott & 2 Boals . .	0. 10. 0	
1 Brush & a Whip . . . . .	0. 5. 0	13. 10. 10
1 Read Stid Curtings & Vallants . . . .	4. 10. 0	
1 Ditto . . . . .	4. 0. 0	
1 Quilt . . . . .	1. 10. 0	
1 pair Blenkits . . . . .	1. 5. 0	
1 Quilt . . . . .	2. 0. 0	
1 paire Benkits . . . . .	1. 5. 0	14. 10. 0
1 Bead & Bolster & 6 pil- lows qt 85 <sup>l</sup> } is 150 <sup>lb</sup> @ 2/6	19. 17. 6	
1 Do a Bolster & 4 pillows qt 74		
3 Blankets @ 15/ . . . . .	2. 5. 0	
6 old Chairs at 3/ . . . . .	0. 12. 0	
1 old Chist & 1 joynt Stoll . . . . .	1. 5. 0	
3 Draughts of the Farmes . . . . .	0. 4. 0	
1 Side Saddle . . . . .	5. 10. 0	29. 19. 6
Sume Carried Ouer is . . . . .		£194. 11. 10
Brought Over . . . . .		194. 11. 10
2 Trunks & 1 entry Box . . . . .	1. 10. 0	
Sundry Baskets &c. . . . .	0. 5. 0	
1 Glass & 1 old Brush . . . . .	0. 2. 0	1. 17. 0
1 Blew Lased Coat & Britchis . . . . .	10. 0. 0	
1 Hatt . . . . .	2. 10. 0	
1 Black Jacot & Britehis . . . . .	2. 0. 0	
1 Blew Coat Silver Bottoms . . . . .	3. 0. 0	
1 Black Coat & 4 pair britchis . . . . .	5. 0. 0	
1 Cloth Coat . . . . .	5. 10. 0	29. 0. 0
1 Duroye Coat & 1 pr Sagethe Britchis . .	1. 10. 0	
1 old Sinimon Cloth Coat & Jacot . . . .	2. 0. 0	
a Wigg . . . . .	7. 0. 0	
2 Ruffled Shirts @ 50/ . . . . .	5. 0. 0	
4 Ditto @ 30/ . . . . .	6. 0. 0	
1 Ditto @ 10/ . . . . .	0. 10. 0	
2 old Wiggs . . . . .	1. 10. 0	23. 10. 0
2 Hatts . . . . .	2. 10. 0	
9 Turnovers & 5 Stocks . . . . .	2. 10. 0	
1 Blew Coat & Cloak . . . . .	3. 0. 0	
2 pr Shews . . . . .	0. 12. 0	
1 Wosted Cap . . . . .	0. 5. 0	
4 pair Silk hose . . . . .	2. 10. 0	11. 7. 0
5 pair old wosted Do . . . . .	1. 10. 0	
a Cap . . . . .	0. 5. 0	
2 pair Boots . . . . .	2. 0. 0	
a Case Pistolls . . . . .	2. 0. 0	
a new hovzing & Baggs laced . . . . .	10. 0. 0	
1 Old Ditto . . . . .	3. 0. 0	
2 pillow Casis . . . . .	0. 15. 0	
1 Old Sheet . . . . .	0. 5. 0	19. 15. 0
1 old Silver Headed Kane . . . . .	0. 5. 0	
2 Night Govnds . . . . .	4. 0. 0	

1 pair Jora doggs . . . . .	0. 15. 0	
3 Boxes . . . . .	0. 9. 0	
2 Trunks . . . . .	0. 10. 0	
Close Stoll & 2 puter panna . . . . .	3. 0. 0	
Salt Box . . . . .	0. 5. 0	
1 old Lanthorn . . . . .	0. 1. 6	
1 press . . . . .	2. 10. 0	
Sundry mugs & Small Bottels . . . . .	1. 0. 0	
An old Sward . . . . .	0. 5. 0	
A Large Bottle . . . . .	0. 10. 0	13. 10. 6
Plate viz		
1 Duple Bole		
1 nipp		
3 porangers		
1 C		
2 Salts		
5 Tea Spoons		
3 othe Spoons		
& 1 Cupp weight	62½ ounces	
1 Tankard		
1 Bole		
1 Salver		
2 C		
3 Large Spoons		
& 1 Tea Spooone weight	61¼ ounces	
1 Bowl		
1 Can		
1 Spone		
& 1 Water [?] weight	21 oz	
	144¾ ounces @ 15/	108. 11. 3
Carried Forward . . . . .		£401. 2. 7
Brought Forward . . . . .		£401. 2. 7
Horses viz		
The young Sorill Colt . . . . .	12. 0. 0	
The young Bay . . . . .	12. 0. 0	
The year Roan . . . . .	10. 0. 0	
the young horse . . . . .	5. 0. 0	
Nobby . . . . .	8. 0. 0	
Littell Rone . . . . .	5. 0. 0	
Ienny . . . . .	11. 0. 0	
Blind mare & Colt . . . . .	13. 0. 0	
Black Horse . . . . .	11. 0. 0	
The Sorrill horse . . . . .	13. 0. 0	
New hors . . . . .	8. 0. 0	
Robbin . . . . .	13. 0. 0	
white mare . . . . .	6. 0. 0	
Jocke . . . . .	10. 0. 0	137. 0. 0
Cows viz		
Mully . . . . .	6. 10. 0	
Cherry . . . . .	7. 10. 0	
Blossom . . . . .	6. 10. 0	
Hitter . . . . .	2. 10. 0	
Black Cow . . . . .	7. 10. 0	

An ox . . . . .	7. 10. 0	
2 year Old Heffers . . . . .	5. 0. 0	43. 0. 0
Bonds viz—		
Thos Selby com <sup>d</sup> 17th Novr 1726 . . . . .	200. 0. 0	
Jos Belchers Com <sup>d</sup> 19 Aprill 1727 . . . . .	50. 0. 0	
John Stevens & Saml Stevens 16 Janry 1723	10. 0. 0	
John Chamberlin & Jacob Hasy Com <sup>d</sup> 3d		
Janry 1726 . . . . .	50. 0. 0	
Ditto Dec <sup>r</sup> 30th 1726 . . . . .	50. 0. 0	
& Brintnells noat 2d Aprill 1724 . . . . .	30. 0. 0	
Jos. Lewes Com <sup>d</sup> : 13 Aprill 1716 . . . . .	16. 11. 0	
Jos. Belcher Sen <sup>r</sup> & Iunr Com <sup>d</sup> : 2d May		
1727 . . . . .	50. 0. 0	
Jons Eustice Com <sup>d</sup> : 24 Novr 1726 . . . . .	25. 0. 0	
James Hovy Com <sup>d</sup> 10 June 1723 . . . . .	4. 0. 0	485. 11. 0
Benjs Bleny Com <sup>d</sup> 1 Novr 1726 . . . . .	30. 0. 0	
Thos Gyles Com <sup>d</sup> : 30 Aprill 1726 . . . . .	15. 0. 0	
Saml Weekes Com <sup>d</sup> : 2d Janry 1726 . . . . .	200. 0. 0	
Nathl Richardsons Bond Due Com <sup>d</sup> 28. Sept		
1721 . . . . .	3. 0. 0	
Wm Maxfield note 16 augst 1726 . . . . .	19. 7. 4	
John Whitmore Com <sup>d</sup> 8 Dec <sup>r</sup> 1725 . . . . .	5. 0. 0	
Saml Fillbrook 29 Dec <sup>r</sup> 1726 . . . . .	1. 6. 0	
Saml Pratt Due . . . . .	2. 0. 0	
John Smith febr: 1 : 1716 . . . . .	24. 0. 0	
Butte Bacon . . . . .	1. 8. 8	
Nathl Tittle Febr: 21d : 1726 . . . . .	5. 0. 0	306. 1. 9
5 Lether Cheirs @ 2/6 . . . . .	0. 12. 6	
2 Turkey Ditto . . . . .	0. 5. 0	
8 Bass bottoms @ 4/ . . . . .	1. 12. 0	
2 Squair Tables . . . . .	0. 10. 0	
1 Looking Glass . . . . .	4. 0. 0	
1 Clock . . . . .	17. 10. 0	
6 mapps . . . . .	2. 0. 0	
1 Joynt Stool . . . . .	0. 2. 6	
Jorn Work . . . . .	0. 15. 0	27. 7. 0
a Desk Scale & Compas &c : In the Count-		
ing hoose . . . . .	0. 15. 0	
A Large folding Board . . . . .	0. 5. 0	
a peuter Chamber Pott . . . . .	0. 2. 6	
1 old flock Bead & Beding . . . . .	0. 10. 0	1. 12. 6
Carried Over . . . . .		£1401. 14. 10
Brought Over . . . . .		£1401. 14. 10
2 Larch andjorns fire Shovell & Tongs . .	1. 10. 0	
7 old Cheirs @ 1/6 . . . . .	0. 10. 6	
6 Candell Sticks @ 2/ . . . . .	0. 12. 0	
A Coffe Pott . . . . .	0. 10. 0	
a Dish and Jorne Crate and Brass flower		
Box . . . . .	1. 5. 0	
6 Lether Buckits @ 10/ . . . . .	3. 0. 0	
1 Bell . . . . .	0. 10. 0	
a Parrott & Cage . . . . .	1. 0. 0	

a Tinn gallond pott & 2 tinn funnels . . .	0. 5. 0	
8 glasses & 2 Decantors . . . . .	0. 13. 0	
2 pf Scales & Weights . . . . .	1. 5. 0	
5 Loves Sugar qt 48lb @ 2/6 . . . . .	5. 15. 0	16. 15. 6
3 old mapps @ 1/ . . . . .	0. 3. 0	
4 Cheires @ 2/6 1 bed Stid & Cord 7/6 . . .	0. 17. 6	
2 windo Curtings & Barr Board . . . . .	0. 10. 0	
an Old Bible . . . . .	0. 10. 0	
the prop [Province] Law Book . . . . .	1. 0. 0	
55 Small Books most in 4o & Leas . . . . .	5. 0. 0	
56 Stiched Books . . . . .	1. 8. 0	
10 Bound Books . . . . .	1. 10. 0	
1 Iorn Scillett . . . . .	0. 4. 0	
1 Cane . . . . .	0. 6. 0	
36 goꝝ Rum @ 5/ . . . . .	9. 10. 0	
36 goꝝ Medara @ 5/ . . . . .	9. 10. 0	30. 8. 6
11 Do Spiritta @ 8/ . . . . .	4. 8. 0	
8 Do Canary @ 7/ . . . . .	2. 16. 0	
17 Do Brandy @ 10/ . . . . .	8. 10. 0	
20 goꝝ Medary @ 4/6 . . . . .	4. 10. 0	
22 goꝝ Rum @ 5/ . . . . .	5. 10. 0	
7 Emtý Cask @ 4/ . . . . .	1. 8. 0	
21 bbꝝ Syder in 6 Larg Cask . . . . .	12. 12. 0	
Hd appells . . . . .	1. 10. 0	
40 goꝝ Bear . . . . .	2. 5. 0	
1 bb : Carratts & parcell sope . . . . .	0. 15. 0	44 - 4 - 0
17 Emtý Cask & 1 funell @ 4/ . . . . .	3. 12. 0	
a Sadell & Bridell . . . . .	5. 0. 0	
an old Gunn . . . . .	0. 5. 0	
16 bushells Onts 16 Do Bran & Sundry old Brass things . . . . .	1. 10. 0	
Sundry old Rubbage . . . . .	2. 0. 0	
A Copper & Coller . . . . .	10. 0. 0	
1 Doꝝ paty pans & 3 tinn Covers . . . . .	0. 10. 0	22. 17. —
176 pound puter @ 2/ . . . . .	17. 12. 0	
75 Do Brass @ 2/ . . . . .	7. 10. 0	
a frying pan Crow Spade Driping pann Spitta . . . . .	2. 10. 0	
1 hand Saw Seven plow jorns & how . . .	0. 10. 0	
1 pf handjorns Tramells Crane Tonge & Shovell . . . . .	5. 0. 0	
1 Iack & Iorn pott . . . . .	3. 0. 0	
5 Old Chairs . . . . .	0. 5. 0	
2 old Tables . . . . .	0. 5. 0	36. 12. —
Carried forward . . . . .		£1552 "11" 10
Brought Forward . . . . .		1552 "11" 10
1 pair Bellows . . . . .	0. 2. 6	
3 hhꝝs Rum qt 300 goꝝ @ . . . . .	75. 0. 0	
3 Do Molasses qt 200 goꝝ @ . . . . .	25. 0. 0	
1 box pips about ¼d full 16 gross @ 4/6 . .	3. 12. 0	
5 Emtý Cask . . . . .	0. 10. 0	
92 muggs @ 10d . . . . .	3. 17. 0	

164 Glasses @ 6 . . . . .	4. 1. 0	
4¼ hundred Jamaco Sugar @ 72/6 . . . . .	17. 4. 4	
4 Sides Lether . . . . .	3. 0. 0	132. 6. 10
1 quentell fish . . . . .	0. 10. 0	
14 horse fetters @ 9d . . . . .	0. 10. 6	
3 gollands Trayn Oyle . . . . .	0. 7. 6	
20 hhds Salt . . . . .	20. 0. 0	
2 hackny Collashis . . . . .	18. 0. 0	
1 Shayes . . . . .	30. 0. 0	
1 pair Old Truck Whenles . . . . .	0. 10. 0	
38 plank 50 feet Each 196 Boards 25 feet Each is 7125 feet @ 70/ . . . . .	21. 7. 6	
4 Emty Cask . . . . .	1. 5. 0	92. 10. 6
6 Ditto — @ 6/ . . . . .	1. 16. 0	
12 old Sadeles & Bridells & 2 pilions . . . . .	17. 0. 0	
1 Boar Stag . . . . .	1. 15. 0	
3 fatt Hoggs . . . . .	12. 0. 0	
1 Emty Cask . . . . .	— 2 —	
1 Cart & slead @ . . . . .	7. 0. 0	
5 Slipes [!] . . . . .	4. 0. 0	
2 Sows & 1 pigg . . . . .	5. 0. 0	
1 Draft chane yokes &c . . . . .	2. 0. 0	50. 13. —
1 Lader . . . . .	— 10 —	
3 Rakes & 2 forkes . . . . .	— 4 —	
1 Beam Tryangell & weights . . . . .	2. 0. 0	
1 old Collash . . . . .	8. 0. 0	
10 bushalls Sand . . . . .	— 5 —	
an old Box jora . . . . .	— 5 —	
a Axes a Betle & weges . . . . .	0. 15. 0	
a Cask & Wheelbarrow . . . . .	0. 10. 0	
a Grind Stone & 2 Sythes . . . . .	2. 0. 0	
a Parsell old Iron & Sider Stone . . . . .	3. 5. 0	
12½ Load Salt hay in the marsh . . . . .	19. 15. 0	37. 9. —
English hay 1 mow . 20 feet Long 28 wide & 12 Deep . . . . .	60. 0. 0	
1 Ditto the Same Demenshons . . . . .	60. 0. 0	
4 Ld English hay on the Loft . . . . .	20. 0. 0	
1 mow 19 feet one way 17 the other 12 Deep half Salt . . . . .	36. 0. 0	
1 mow 10 feet one way 26 the other & 10 Deep all Salt . . . . .	8. 5. 0	
parcell Stacke Salt hay 6 Load . . . . .	9. 0. 0	
the negro boye Iupeter . . . . .	60. 0. 0	
Inden Moll . . . . .	40. 0. 0	
Phillis a negro Garll . . . . .	70. 0. 0	
Jenny another . . . . .	70. 0. 0	
Prymus a negro man . . . . .	100. 0. 0	533. 5. 0
Carried Over . . . . .		£2398. 16. 2
Brought Over . . . . .		£2398. 16. 2
1 Brass Pott 12lb . . . . .	1. 4. 0	
2 mares & 2 Conlts . . . . .	12. 0. 0	

1 Bead qt 63 <sup>lb</sup> }	is 112 <sup>l</sup> @ 2/ . . . . .	11. 4. 0	
1 Do — 49 }			
1 pr Blankets & 2 Ruggs . . . . .		5. 0. 0	
1 Bead Stid . . . . .		0. 16. 0	
1 Bead qt 60 <sup>l</sup> @ 2/6 . . . . .		8. 12. 6	38. 16. 6
1 Rugg 5/ 1 Beadstid 3/ . . . . .		0. 8. 0	
1 Quilt & Blanket . . . . .		2. 0. 0	
1 Bead qt 48 <sup>l</sup> @ 2/6 . . . . .		6. 0. 0	
1 Bead Stid . . . . .		1. 5. 0	
3 hides qt 263 <sup>l</sup> @ 3d . . . . .		3. 5. 9	
12 Doz quart Bottle Clarratt . . . . .		6. 0. 0	
Cash . . . . .	313. 2. 6		332. 1. 3
one Ferrey Boat & halfe @ . . . . .			90. 0. 0
1540 <sup>l</sup> beef @ 3d . . . . .			19. 5. 0
			<u>£2878. 18. 11</u>

Jacob Royale  
Robert Temple  
Wm Browne Junr

Suffolk ss: By the Hon<sup>ble</sup> Samuel Sewall Esq I. of pro: &c Ann Watts & Samuel Watts Admin<sup>rs</sup> presented the foregoing and made oath, that it contains a true and perfect Inventory of the Estate of Edward Watts late of Boston Gentleman deceased Jntestate so far as hath come to their knowledge. and that if more hereafter appear they will cause it to be added The three Subscribing Apprizers having been first Sworn as the Law directs

Sam<sup>l</sup> Sewall.

Boston June 17th 1728.

#### WILL OF REBECCA WATTS

IN THE NAME OF GOD AMEN this Sixteenth day of March Anno Domini 1714 Annoq R R<sup>a</sup>. Georgij primo J Rebecca Watts of Winnissimet within the Township of Boston in the County of Suffolk in New England Widow of Edward Watts late of the same place husbandman deceased, Calling to mind the certainty of Death, and the uncertainty of the time when God shall call me hence and being Apprehensive of my near Approaching Dissolution being of sound disposing Mind tho on my sick bed, Do Publish and Declare these presents to be and Contain my last Will and Testament Viz<sup>t</sup>. —

*Principally* J resign my precious Soul into the hands of Almighty God my Creator hoping to receive the Pardon of my Sins, and to Obtain Justification to Eternal life thro<sup>th</sup> the Meritorious Righteousness Death and passion and prevailing Intercession of

my Lord and only Saviour and Dear Redeemer Christ Jesus And my Body J Desire may be decently Interred at the discretion of my Executors hereafternamed And as for my Temporal Estate (after my just Debts and Funeral Expences are paid and Discharged) J Give Devise and Dispose thereof as follows That is to say — *Imprimis* J Give to my Loving Daughter Rebecca Watts and the Children of her Body forever the sum of two hundred pounds in Province Bills, or Silver Equivalent to be paid to her, when and so soon as my Debts are paid, or within three years after my decease at furthest, And in Case She dyes without issue, or the Child or children that Survive her depart this life before they Attain to full age or be Married J Will that the s<sup>d</sup>. sum be equally divided between my sons Edward Daniel & Samuel Watts, J also give my said Daughter my best silk gown Jtem Jf my Nephew Thomas Cooper and my Niece Mary Cooper come to New England according to my Express Desire Signified to them in Writing at any time within two years after my decease J give to each of them Twenty pounds in Province Bills or Current money with the Merchant And my Will is that from and after their arrival here he the said Thomas Cooper shall be Educated and brought up at the charge of my Estate till he be fourteen years old And the said Mary Cooper till she arrive to full age or be Married But if they do not come over to New England Then J Give them twenty pounds sterling money of Great Britain apiece to be paid them when they severally Attain to full age. And in Case they come to New England within the above limited time J will my Executors hereafternamed to pay their passage and all other necessary charges and Expences. Jtem J Give to the said Thomas and Mary Cooper a Gold ring a peice J also give to the said Mary All my Wearing Apparel Except my Gown before disposed to my Daughter Jtem J Give to my Grandson John Turner Fifty pounds New England money or Bills of Credit Jtem J Give to my Uncle Robert Smith five pounds Sterling money of Great Britain Jtem J Give to my son Daniel Watts my Wedding Ring and silver box — Item All the rest and residue of my Estate both Real and personal wheresoever the same is lying or may be found J Give and Devise as follows, Viz<sup>t</sup>: One half thereof unto my Eldest Son Edward Watts aforenamed To have hold and Enjoy the same to him his heirs and Assigns Forever he or they Releasing and forever quitting all his claim Interest or Inheritance of in or to all such housing Lands Tenem<sup>ts</sup>. or Real Estate which my said husband Edward Watts together with me Sold and Conveyed unto Capt Andrew Belcher and M<sup>r</sup>. Joseph Hiller Tinplateworker for a good and valuable Consideration by them paid to my said hus-

band J being Earnestly desirous that they should quietly have and Enjoy forever what they so honestly purchased and paid for. — Item The remaining half part of my s<sup>d</sup>. Estate J give Devise and bequeath unto my said Sons Samuel and Daniel Watts their heirs and Assigns forever Further my Will is that if the said Edward Watts do not see cause to dwell upon and Improve the Ferry farm so called now in my possession near the ferry That my Son Samuel shall have liberty if he pleases to hire the same paying as much for the Rent thereof as another Person will, or as is usual — And J also Will that my Son Daniel shall be Educated and maintained by my Executors out of my Estate till he shall arrive to lawful Age Lastly J do hereby nominate and appoint my Worthy Friend the abovenamed Joseph Hiller and my said Son Edward Watts Executors of this my last Will and Testament revoking and making Jneffectual all Former Wills by me made *In Testimony* whereof J have hereunto put my hand and Seal the day and year first withinwritten Rebecca R Watts her mark and a Seal Signed sealed published and Declared by the said Rebecca Watts to be her last Will and Testament in presence of Samuel Bill Joseph Brightman Mary Davies — Exa<sup>d</sup>. P: Dudley Regr.<sup>1</sup>

ARTICLES TRIPARTITE of Agreement Division & Partition Indented & made the Twenty fifth day of June Anno Dom One Thousand Seven hundred & Twenty eight Between Daniel Watts of Winnisimmet in the Township of Boston in the County of Suffolk in New England yeoman of the First part Samuel Watts of Winnisimmet in the Township of Boston aforesaid yeoman on the Second part & Thomas Greaves of Charlestown in the County of Middlesex in New England Esq<sup>r</sup>. & Anne his wife on the third part Witnesseth that whereas the s<sup>d</sup>. partys are justly Entitled to and hold together & undivided three Several Farms or Tracts of Land Situate lying & being in Winnisimmet aforesaid viz<sup>t</sup>. One Farm or Tract of Land with the buildings thereon containing by Estimation One hundred & Sixty Acres more or less late in the possession of John Center now in the Occupation of the s<sup>d</sup>. Dan<sup>l</sup>. Watts & John Whittemore One other Farm or Tract of Land Contains by Estimation Two hundred and Twenty Acres more or less comonly called the Ferry farm late in the possession of Edward Watts former Husband of the said Anne & now Improved by the said Thomas Greaves & Anne his wife the other Farm or Tract of Land Contains by Estimation three hundred Acres more or less & was lately in the Occupation of the said

<sup>1</sup> Probated April 15, 1715. Suff. Prob. Rec., L. 18, f. 457.



Abraham Townsend but is now in the possession of the said Sam<sup>l</sup> Watts And forasmuch as the s<sup>d</sup>. partys to these presents with their whole & full Consent & Agreement have made Partition and Division between them of their just Shares Jnterests & Dividend of in & to the s<sup>d</sup>. Three Farms with the Buildings thereon Standing in such Manner as is hereafter expressed whereupon it is mutually agreed by & between the s<sup>d</sup>. parties to these presents in manner & form following that is to say — *Imprimis* that the s<sup>d</sup>. Daniel Watts shall & may henceforth and forever hereafter by force and virtue of these presents quietly & peaceably have hold use occupie possess & Enjoy to him his heirs & Assigns forever as a free Estate of Inheritance in severalty in full Satisfaction of his one third part Share & Dividend of the three Farms above-mentioned the afores<sup>d</sup>. farm Containing One hundred & Sixty Acres more or less Together with all the Dwelling house Barn Out-houses Fences trees woods Underwoods waters Watercourses profits priviledges & Appur<sup>ces</sup>. thereto belonging or in any wise appertaining *To have and to hold* the s<sup>d</sup>. One hundred & Sixty Acres of Land more or less with the buildings thereon profits Members and Appur<sup>ces</sup>. unto him the s<sup>d</sup>. Daniel Watts his heirs & Assigns forever to his & their only sole & proper use benefit & behoof from henceforth and Forevermore absolutely in Severalty as afores<sup>d</sup>. without the least lett Suit Trouble denial Molestation Eviction Ejection Interruption claim or demand of the said Samuel Watts Thomas Greaves & Anne his wife or any or Either of them their or either or any of their heirs or Assigns or any other persons whomsoever by their Means Act Consent privity or procurement in any manner or wise —

*Secondly* That the s<sup>d</sup>. Samuel Watts shall & may henceforth forever hereafter by force and Virtue of these presents quietly and peaceably have hold use occupie possess & Enjoy to him his heirs & Assigns forever as a free Estate of Jnheritance in Severalty in full Satisfaction of his one full third part Share & Dividend of & in the aforementioned three farms of Land & premises all the aforesaid Farm or Tract of Land called Ferry farm Containing by Estimation Two hundred & Twenty Acres more or less Together with the Dwelling house Barns fences trees Wells pump Waters Watercourses Members & Appur<sup>ces</sup>: thereto belonging and also the sole priviledge benefit & Advantage of keeping the ferry called Winnessaimet ferry & all other priviledges thereto appertaining *To have and to hold* the s<sup>d</sup>. farm called Ferry farm with all the buildings profits priviledges & Appur<sup>ces</sup>: thereunto belonging unto the said Samuel Watts his heirs and Assigns forever. to his & their only sole & proper use benefit & behoof from hence-

forth & forevermore absolutely in Severalty as afores<sup>d</sup>. Without the least lett Suit Trouble Denial Molestation Eviction Ejection Interruption Claim or demand of the said Daniel Watts Thomas Greaves & Anne his wife or any or Either of them their or Either of their heirs or Assigns or of any other persons whatsoever by their Means Act Consent title Privy or procurement in any wise —

*Thirdly* That the said Thomas Greaves and Anne his wife Shall & may henceforth & forever hereafter by force & virtue of these presents quietly and peaceably have hold use occupie possess & Enjoy to them their heirs & Assigns respectively forever as a free Estate of Jnheritance in Severalty in full Satisfaction of their one full third part Share & Dividend of & in the three farms aforesmentioned the remaining farm or Tract of Land containing by Estimation Three hundred Acres be the same more or less lately Improved by Abraham Townsend and now in the possession of the said Samuel Watts Together with all the Dwelling house Barns fences Trees Woods Underwoods profits priviledges ponds Waters Watercourses Members & Appur<sup>ces</sup>, thereto belonging or in any wise appertaining *To have and to hold* the said Farm or Tract of Land containing Three hundred Acres more or less with the buildings fences profits priviledges & Appur<sup>ces</sup> thereto belonging unto the s<sup>d</sup>. Tho<sup>s</sup>. Greaves & Anne his wife their heirs & Assigns respectively forever to their only sole & proper use benefit & behoof from henceforth & forevermore absolutely in Severalty as aforesaid without the least lett suit trouble denyall Molestation Eviction Ejection Interruption claim or demand of them the said Daniel Watts & Samuel Watts or Either of them their or Either of their heirs or Assigns or of any other person or persons whomsoever by their or any of their Means Act Consent Title Interest privy or procurement in any manner or wise *In Witness* whereof the said partys to these presents have hereunto Respectively set their hands & Seals the day & year first herein beforewritten Tho<sup>s</sup>. Greaves & a seal Anne Greaves & a seal Sam<sup>l</sup>. Watts & a seal Daniel Watts & a seal Signed Sealed & Delivered in presence of us John Muzey Thomas Brintnall Suffolk ss. Boston Sept<sup>r</sup>. 19: 1728 Mess<sup>rs</sup>. Daniel Watts Samuel Watts Thomas Greaves Esq<sup>r</sup>. & Anne his wife acknowledged the aforewritten Jnstrument to be their Act & Deed before me Edw<sup>d</sup>. Hutchinson J Pacis Nov<sup>r</sup>. 9: 1728. Received & accordingly Entred & Examined —

p *John Ballantine Reg<sup>r</sup>.*<sup>2</sup>

<sup>2</sup> Suff. Deeds, L. 42, f. 297.

## APPENDIX 4

*Letters of John Tudor*<sup>1</sup>

Boston August 17 - 1773

Sir

Yesterday I had a view, & a Conversation with M<sup>r</sup> Watts about the House in which his late Father lived; We parted with this, that, boath woul think of it

I have thought of, the first purchas . . . . .	£1750 — —
To fencing all round & painting ditto . . . . .	500 — —
To painting the House, only outeside . . . . .	150 — —
To Repairing de in all parts, as Shingling Nailes, Hinges, Silling a part &c &c . . . . .	750 — —
To Building a Barn so as to have a Chaise house in it . . .	250 — —
To Digging & Stoning a Well, & pump . . . . .	150 — —
	<hr/> 3550 — —
Note, if the purchaser should Die or Breake what would it sell for, perhaps not more then . . . . .	2000 — —
Sunk, or Lost . . . . .	<hr/> 1550 — —

I have thought farther, the place is not fitt for a Gentleman for many reasons; first tis above 40 Years old, 2<sup>1</sup>/<sub>2</sub> tis very much oute of Repair, Fences down or all falling to peices 3<sup>1</sup>/<sub>2</sub> but 3<sup>1</sup>/<sub>4</sub> of an Acre of Land in the whole; 4<sup>1</sup>/<sub>2</sub> not one frute Tree or any other worth a Copper, 5<sup>1</sup>/<sub>2</sub> no Chaise House or Barn, nor a proper place to put one, 6<sup>1</sup>/<sub>2</sub> 't is very uncomfortable, in hot, fowl, or Cold Weather, especially the last to go 3 Mills to Meeting, 7<sup>1</sup>/<sub>2</sub>, difeult to get Fireing, Fresh Meet or Fish, all which makes it (as above) not fitt for a Gentleman; But 't is pleasantly Situated, but, again, twil take 16 if not 1800£ to put it into a decent Repair as above — Tis not fitt for a Farmer or a poor man as neither can gett a Liveing on it; So that I think upon the whole M<sup>r</sup> Watts will not gett so much for it as he expects — The first 1<sup>1</sup>/<sub>2</sub> hour you are at leasure I should be glad to discourse with you upon it, which will oblidg

Sir Your humble Serv<sup>t</sup> John Tudor  
To Cap<sup>t</sup> Green

<sup>1</sup> [A. L. S.] Chamberlain MSS., ii. 161, 163.

P. S.

I think Sir tis best not to lett any person see this Calculation, or my Objections, as it may perhaps be a damage to M<sup>r</sup> Watts in the Sale of it which I would not do, You may make what use of it you please in discourse with him upon it; But as great an Objection as any, is the Title

Y<sup>r</sup><sup>s</sup>

J : T —

2<sup>d</sup> p.s, The Interest of 1750£ is 105£ 7<sup>d</sup> Year, now I suppose it has not fetch'd  $\frac{1}{4}$  of that since M<sup>s</sup> Watts left it — Tis really painfull to the Eyes to look at the several parts of the House, the Clabbords all round is perishing for want of paint, the pentis over the back Door all gon; Luthren Lights in a bad case; in short 'tis endless to go throw the whole, & every Week groing worse; So that I have in the Calculation been Moderat as to Repairs — The Interest of the 3550£ is 213£ p Year; now if I should purchas, & lay oute as aforesaid (which is the least I should do) & shold not after all my Troble & Charge like to Live there, no person would give more then 100 — or 120£ a Year for it; So that I should sink 93£ a Year & 30£ at least for Repairs, which would be 123 for my Self or Heirs; But I must beg you pardon for thus taking up your Time.

And again Subscribe

Y<sup>rs</sup>, &c,

J. T —

I offerd M<sup>r</sup> Watts 1500£

for it, I have since thought

to go as far as 1750

which is the extent for the Reasons above, — I am Courtted (as I may [say] to take a place that is a very Genteel one at Cambridg, & mortgaged to me one at Bro[ ] & one on Jamaicaplaines at Roxbery; I never Remember so many places to sell as at present, but I shall be trobelsom, so no more

Sir

My thoughts of being your neibour is all over, M<sup>r</sup> Watts (at my House Yesterday) & I had a farther Conversation aboute the old House & Garden, But he declin'd taking up with my offer, so there's an end of it — He propos'd Selling the Eleven Acres more or less adjoining at 100£ an Acre, but that he will never get — M<sup>r</sup> Sprague when I was at M<sup>r</sup> Careys the other Day told me, there was 360 Acres, now this 360, (with a House & other Buildings, worth 3 of this of Watts's), was priz'd at 15000 (& perhaps full high) but 'tis but £41 : 13 : 4 7<sup>d</sup> Acre (as below) now

what should make Watts's Land £58..6..8  $\text{p}$  acre (a great deale more then doble) better than Careys, I confess I do not understand, In Watts's there is not a quart of Water for a Creature to drink all the Summer Season which must lessen the Value of the Land, or I am mistaken, So that I think it will never fetch what he thinks

If 360 Acres Cost £15000 what shall 1 Cost

$$\begin{array}{r}
 1 \\
 360 \overline{)15000} 41 \\
 \underline{1440} \\
 600 \\
 \underline{360} \\
 240 \\
 \underline{20} \\
 300 \overline{)4800} 13 \\
 \underline{360} \\
 1200 \\
 \underline{1080} \\
 120 \\
 \underline{12} \\
 240 \\
 \underline{120} \\
 300 \overline{)1440} 4 \\
 \underline{1440} \\
 0
 \end{array}$$

In the present Situation  
of the House, I cannot think  
any one would judg it worth  
more then — £1200 —  
& for less then 1 acre  
there is — 350 —  
which is perhaps 1550 —  
5, if not 10 Times more then  
ever a peice sold for in  
Chelsea

Watts's £100 — —

Ans<sup>r</sup> as above — 41 .. 13 .. 4  
Od's, as above — 58 .. 6 .. 8  $\text{p}$  Acre

Pray Sir excuse my 2<sup>d</sup> Troubleing you  
from,

Your Hum<sup>l</sup>e Serv<sup>t</sup>,

John Tudor

To Cap<sup>t</sup> Green.

[Dec. 27, 1760, Samuel Watts, first of the name, conveyed the mansion house with its yard and garden, the whole measuring 300 feet by 100 feet, to John Osborn, who on the same day reconveyed it to the use of Samuel Watts and his wife Sarah for life, and then to the heirs or assigns of Samuel Watts.<sup>2</sup> After her husband's death Mrs. Sarah Watts lived at Falmouth, now Portland, Maine, with her daughter Mary (Oxnard), the wife of Dr. Edward Watts, her husband's son.<sup>3</sup> Among the Chamberlain manuscripts<sup>4</sup> is a rough draft for a lease of the southeast quarter of the mansion house to Benjamin Brintnall, Jr., ferryman, whose wife Rachel was the daughter of Samuel Watts, Jr. The lease

<sup>2</sup> Suff. Deeds, L. 113, f. 207.

<sup>3</sup> *Ibid.*, L. 174, f. 114; Chamberlain MSS., ii. 141, 157, etc.

<sup>4</sup> *Ibid.*, ii. 143.

included the southeast quarter of the cellar and garret, a room on the street floor, and the chamber over it. Brintnall also leased the easterly half of the garden, which lay north of the house, and the hen shed. The lease dated from September 29, 1772, and the rent was £4 13s. 4d. lawful money (£35 old tenor.) On the back is the endorsement that "Madam Watts died July y<sup>e</sup> 16<sup>th</sup>: 1773" and the following:

9 months & ½ month Rent is . .	27 : 14 : 2
Reed . . . . .	13 : 10 : 0
Remains due . . . . .	14 : 4 : 2
Carrying goods out	

Evidently this reckoning was in old tenor. October 7, 1772, Mrs. Sarah Watts writes to Captain Green that Mrs. Hough wishes to rent one fourth of the house and wishes "the Room I usually keep in" with the chamber above, and a part of the cellar and the garret. If Benjamin Brintnall, to whom she has agreed to rent those rooms, will accept any other part of the house, Mrs. Hough may have them for £27 old tenor, no part of the garden being included.\*]

\* Chamberlain MSS., ii. 141, 157; *infra*, p. 360.

## APPENDIX 5

*The Watts Family*

SAMUEL WATTS, owner of one third of modern Chelsea, as also of the ferry, inn-holder, merchant, ruling elder of the church, and justice of the peace, was the most conspicuous citizen of Chelsea in his day, and, therefore, I make an article of his family.<sup>1</sup>

He was the second son of Edward and Rebecca Watts, sister of Elizabeth Savage, by whose marriage settlement with Samuel Bellingham the estates of his father, at Winnisimmet, passed into the Watts family.<sup>2</sup>

He represented Chelsea in the General Court, 1739-1742. In 1741 he was elected Speaker of the House, but negatived by Governor Belcher. He was a Director of the Land Bank;<sup>3</sup> in the Governor's Council, 1742-1763. In 1745 and, again, in 1751, he was at the head of the Directors, such as John Quincy, James Bowdoin, and Thomas Hutchinson, to manage the "Massachusetts Government Lottery," to provide both for the cost of protecting the frontier against the French, and for military and other expenses; and again, in 1758, for the cost of the expedition against Canada.<sup>4</sup> Meantime, in 1747-8, when Thomas Hutchinson presented his famous memorial to the General Court for applying the specie by which the British government reimbursed the province for her expenses in the taking of Louisburg, to the redemption of the outstanding depreciated paper money, Hutchinson's proposal was referred to a joint committee, of which Watts was a

<sup>1</sup> His death is recorded as, on March 5, 1770, in the town records, but, as on the 9th, in the Church Records, aged 72; Elizabeth Bellingham mentions him in her will of [November] 1697. I have not found the place of his burial. [The Boston Evening Post for Monday, March 12, 1770, has the following notice: "Last Monday Evening, died at his Seat in Chelsea, and on Friday following was decently interred in this Town, the Honorable Samuel Watts, Esq; formerly one of his Majesty's Council for this Province, and for many Years past one of the Judges of the Court of Common Pleas for this County."]

<sup>2</sup> [For the family genealogy see *infra*, p. 353.]

<sup>3</sup> See Provincial Banks: Land and Silver, by Andrew McFarland Davis, 26.

<sup>4</sup> Mass. Acts and Resolves, iii. 195, 539; iv. 88.

member from the Council.<sup>5</sup> In 1749 the General Court grappled with the question, "How to improve the natural advantages of soil and climate, and to improve the Fishery." Samuel Watts was joined with Sir William Pepperrell, Thomas Hutchinson, and others to consider and report.<sup>6</sup>

Samuel Watts married, at about 18, Elizabeth Shute, aged about 17. Hannah Hough was his second wife. At Chelsea, April 10, 1756, was recorded an intention of marriage between "The hon'ble Samuel Watts, Esqr., and Mrs. Sarah Oxnard, of Boston." I think she was the widow of Thomas Oxnard,<sup>7</sup> a man of estate, who left children, Thomas, Edward, and Mary, who married Dr. Edward, son of Hon. Samuel Watts. He lived at Falmouth, Maine, and with him, his wife's mother, the widow of his own father, passed her last years.

Of Samuel Watts, between his mother's death in 1715 and 1728, I find little. As a farmer his life was narrow; but when he took the Ferry estate it became varied and public. Winnisimmet, on the most direct line of travel with the east by land, was most eligible for soldiers in war, and for men of business, or those engaged in public affairs, in peace. It may have had trade from the neighboring country, including Noddle's Island.<sup>8</sup> Presumably Edward Watts continued business at the ferry until his death, in 1727. On the division of the Watts estates, in 1728, Samuel relinquished his sole occupation as a farmer, and assumed those of his brother at the ferry. In 1729 he bought of Abigail Thomas, for 110 pounds, "a Negro woman Named Qushaby, and her Child Named Venus, with their wearing apparrill,"<sup>9</sup> perhaps to serve

<sup>5</sup> Mass. Acts and Resolves, iii. 454, 456.

<sup>6</sup> For other services, see *ibid.*, iii. 559, 743, 817, 941, 958, 1056, and 1061; and iv. 320, 338, 378, 431, 449, 630, and 791.

<sup>7</sup> [Suff. Prob. Rec., L. 60, f. 220.]

<sup>8</sup> A rough draft of a bill shows that Edward Watts, the younger, kept a grocery at Winnisimmet, in connection with the ferry, as early as 1716. Chamberlain MSS., i. 117.

Mr Channing, Dr. to E. Watts, vizt:

		£	s.	d.
1715.	To a Bill Carried in . . . . .	02	15	00
Mar. 3.	To Cash Lent . . . . .	05	00	00
1716, May 22.	To Ferrage of Mr : Antrams horse . . . . .		02	
June 7.	To 1 Wtt : of Sugar . . . . .	01	16	
Aug. 30.	To 1 Quart of Brandy . . . . .	00	04	2
	To 2 horses, Mr Morpell . . . . .	00	12	0
7br 10.	To 2:¼ Gall of rum . . . . .	00	13	9
19.	To a horse to Hampton . . . . .	00	16	0

<sup>9</sup> Chamberlain MSS., i. 129.



in his newly acquired inn. From time to time he purchased lands, and before 1739 one half of the mill, in Revere, on or near the site of Slade's Mill. As has been said, public affairs came to engage his attention, and his situation was favorable for his advancement.

The site of his mansion was the most beautiful in the upper bay. On a bluff twenty or thirty feet above high water, rounding boldly and gracefully to the sea, as some now living recollect it, before it was razed and cast into the water, and looking southward towards the sun, it commanded a view of Dorchester Heights, across the bay; and on the left was Eagle Cliff, the highest point of Noddle's Island; and on the right was Moulton's Point in Charlestown; and beyond were the imperial hills of Boston. Here, about 1730, he built a mansion house, recollected by some living as a good specimen of colonial architecture, now removed to Tremont Street, and divided into tenement houses. Not far away were the great barns, a blacksmith-shop, the inn, a trade house, and the buildings connected with the ferry. It was the felicity of this position that many not only passed by it, but many also tarried at it, — men whose acquaintance, thus formed, promoted the political advancement of Samuel Watts.

In 1734, at the age of thirty-six he was justice of the peace, an office of more consequence than now, and rarely conferred save for merit. From 1742 to 1763 he was Councillor; and judge of the Court of Common Pleas from April 6, 1748, to his death in 1770. In 1746 he was connected with the army, and commissioned as muster-master of the force raised for an expedition against Canada. In 1752 he was commissioner, with Thomas Hubbard and Chambers Russell, to treat with the Eastern Indians. Besides these varied duties he managed the ferry, and, like some other eminent men of his, and even of a later day, such as General Israel Putnam, he kept a tavern, to which was added trade, blacksmithing, and farming.<sup>10</sup>

Besides his regular occupations Samuel Watts was a Director of the Land Bank. This, a revival of a scheme originating some years before, was opposed by Governor Belcher, who characterized

<sup>10</sup> A Day-Book, apparently in his hand, from April, 1742, to April, 1746, indicates that he gave his personal attention to all these matters; but, from the papers of Captain Richard Watts, his second son, it appears that, from 1746, and perhaps a little earlier, Richard was manager of the business which had grown up about the ferry. I have selected, *infra*, p. 348, from his Day Book some items which give the names of a few of the public characters who frequented his inn; and also show the varied activities and modes of life of the little community at Winnisimmet, of which Samuel Watts was the leading man. See Washburn, *Judicial Hist. of Mass.*, 328.

it as "a thing so full of fraud & of all other mischiefs that the nature of it will admit of."<sup>11</sup> As a plan to make cheap money it was the prototype of that brought forward 150 years later by the Populists. It divided the people into parties, one of which was in favor of coin, and the other of a paper currency, based on farm products and manufactures of the province. It was on this issue that Samuel Watts was elected Speaker of the House, and his election was negatived by Governor Belcher. Nevertheless the plan was supported, as the Governor wrote to the Lords of the Admiralty, by "a great number of the merchants and gentlemen of the best substance."<sup>12</sup> They proposed to emit £150,000 in bills loanable on the securities as named above. This was very popular with the farmers, who thus found money very plentiful, but, in the end, very costly; for, by accepting loans, they became partners in the Bank, and on its failure, individually liable for its outstanding bills.<sup>13</sup>

<sup>11</sup> Belcher Papers, ii. 363, and Hutchinson, Hist. (ed. 1795), ii. 189, 353.

<sup>12</sup> Belcher Papers, ii. 368.

<sup>13</sup> This matter is very fully treated by Andrew McF. Davis, vide Publications of the Col. Soc. of Mass., iii. 2-40; but the nature of the transaction is best shown by a single example, of which Chelsea afforded many: Benjamin and Sarah Floyd, in consideration of £200, in Bills of Credit, called Manufactory Bills, received of Robert Auchmuty, Samuel Adams, William Stoddard, Peter Chardon, Samuel Watts, George Leonard, Robert Hale, John Choate, and Thomas Cheever, Directors of the Manufactory Company (so called), by the said Benjamin Floyd, for his share, as a Partner in said Company, do give, grant, etc. [The land west of B. H. Dewing's estate (1874) on both sides of Malden Street.] Provided, the said Floyd shall pay, at the expiration of every year, for twenty years, five in the 100, of the principal sum now received, and three per cent, interest in Manufactory Bills, as aforesaid, or in merchantable Hemp, Flax, Cordage, Bar Iron, Cast Iron, Linnens, Copper, Tan'd Leather, Flax Seed, Bee's Wax, Bayberry Wax, Sail Cloth, Canvas, Nails, Tallow, Lumber, Vitz., Shingles, Staves, Hoops, White Pine Boards, White Oak Plank, White Oak Boards, and Ship Timber, Barrel Beef, Barrel Pork, Oil, Whale Bone, or, Cord Wood, of the manufactures, or produce, of the Province, aforesaid, Logwood, at such prices, as the Directors shall judge they pass for, or, in lawful money, at six shillings and eight pence, per ounce, with one per cent advance, thereon, at the respective times of payment, then this deed to be void, etc., Sept. 9, 1740. Suff. Deeds, L. 60, f. 25.

Similar mortgages in Chelsea were made by Edward Tuttle, Thomas Pratt, John Brintnall, Nathan Cheever, Benj. Brintnall, Isaac Lewis, Samuel Watts, John Chamberlain, Jonathan Belcher, Samuel Floyd, Benj. Blaney, Joseph Hasey, Hugh Floyd, John Floyd, Daniel Watts, Samuel Pratt, William Hasey, and, perhaps, others.

As predicted by the best business men of the day, and predestinated by financial laws, the Land Bank [came to a disastrous end by act of Parliament]; and this brought trouble to the partners. October, 1743,

After a long and honorable life Samuel Watts died March 5, 1770. His business interests were numerous and varied, requiring for their successful management more exclusive and constant attention than his public duties allowed. As a result his affairs on his death were found to be in disorder, aggravated by a custom of those days of allowing mutual accounts to run for years without settlement.<sup>14</sup>

an act was passed for the more speedy finishing of the Land Bank, or Manufactory Scheme, providing for the appointment of commissioners to adjust its affairs, and to assess its partners their several shares for the redemption of its bills.

In their report appear the names of several citizens of Chelsea, with the sums for which they were severally liable: Samuel Watts, £20; Jonathan Belcher, £3; Samuel Pratt, £2; Edw. Tuttle, £4; John Chamberlain, £4; John Brentnall, £4; Samuel Floyd, £2; Nathan Cheever, £4; Benjamin Brintnall, £4; [Benjamin Floyd, £8; Hugh Floyd, £18; John Floyd, £3; Daniel Watts, £8; William Hasey, £4; Thomas Pratt, £6; Benjamin Blaney of Malden, £4; Isaac Lewis, £0.]

These assessments were complained of for many years; and Samuel Adams, the patriot, was more truculent than honest in resisting the sale of his patrimonial estate for the payment of the just claims of those who held the bills of the Land Bank Company.

The last I find of Samuel Watts's connection with the bank is as follows:

Land Bank, Dr., to Samuel Watts.			
1741. To my Sallery . . . . .	£150		
1742. To, ditto, for $\frac{1}{2}$ year . . . . .	75		
1745. To cash pd in . . . . .	20		
1749. To Ditto . . . . .	33		
	278		
the Inter., 278£, 26 years . . . . .	433	13	2
1763 pd. in . . . . .	87	10	
Interest, 3 yrs. . . . .	15	15	
	814	18	2
			$7\frac{1}{2}$ .
	5704	7	2
	407	9	1
Due me, Sept., 1766 . . . . .	6111	16	3

#### S. WATTS.

The last I find is this:

1769. Bro't from the Beginning of this Book . .	£6111	16	3
To 3 years Interest, of the above . . . .	366	14	01

In *The Boston Gazette*, August 21, 1744, is printed an act supplementary to "An Act for the more speedy finishing of the Land Bank," with a list of some delinquent in their dues, with the amount of each. A list of the partners in the Land Bank (perhaps complete) is in the *Evening Post* (Supplement, No. 543), 1745. The settlement of the bank lasted many years; and I have an original execution issued against one of the borrowers, dated September, 1764. More about the Land Bank is in Acts and Resolves (Goodell's ed.), iii. Index.

<sup>14</sup> An example of this is given *infra*, p. 349.

The division of Samuel Watts's estate among his eight children and their legal representatives is in the Probate Office.<sup>15</sup> Its extreme length allows nothing more here than a general statement of its purport. It was divided into portions, severally assigned to those entitled at an estimated valuation; these were to be equalized by assessments on those whose allotments of the realty exceeded their just proportion. To Samuel Watts,<sup>16</sup> as the eldest son, was set off a double share, consisting of the mansion house with three-fourths of an acre of land, the small dwelling-house, where William Watts lived, with the corn house, the dwelling-house, where the tavern was kept, [two ferry boats] and the ferry, [the new barn, the west end of the old barn, the chaise house, an old blacksmith's shop, about 138 acres in Chelsea and 400 acres in Royalston], all valued at £1762 18 4.

To Ann Hough, his second daughter, the house in which she lived, near the mansion house, with 8 acres of land, adjacent, [the warehouse near the tavern, the east end of the great barn, twelve acres of pasture] and 12 acres of marsh, [200 acres in Royalston and one-fourth of a wall pew in Chelsea meetinghouse between the pews of Deacon John Sale and Captain Jonathan Green.] all valued at £374 6 8.

To Edward Watts was assigned (and greatly to his dissatisfaction; for he desired the Ferry estate)  $\frac{1}{2}$  of the Daniel Watts estate [200 acres in Royalston, and one fourth of a pew], valued at £564 6 8.

To Hannah Danforth, wife of Dr. Samuel Danforth,  $\frac{1}{2}$  of the Daniel Watts estate, [etc.] valued at £564 6 8.

To the representatives of Bellingham Watts the westerly half of the Jacob Chamberlain estate (formerly, the Jonathan Tuttle, now the Harris estate, in Revere) [three and one-half acres of salt-marsh belonging formerly to the Hasey farm, about 200 acres in Royalston, and one-fourth of a pew in Chelsea meeting-house] valued at £142 13 11.

[To William Watts the other half of the above estate one-half of the grist mill in Chelsea, one-fourth of a pew, about 200 acres in Royalston, valued at £189 . 14.]

To Elizabeth Kent, wife of Benjamin Kent, land in Boston and Royalston, valued at £51 19.

To the representatives of Richard Watts land in Royalston, valued at £15 6 00.

<sup>15</sup> L. 71, f. 395.

<sup>16</sup> Samuel Watts was a most respectable man. He was honored by his fellow-citizens with many municipal trusts, which he discharged with ability and fidelity, and was chosen to represent them in more public and responsible stations.

Total valuation of the real estate, £4,293 11 3. Appraisers, John Dexter, Thomas Pratt, and Samuel Sprague, May 15, 1772.

Among Samuel Watts' personal effects were Negro Charles, with apparel, £33 6 8; Cato, 20; Flora,<sup>17</sup> 20; 160 ounces of silver, 53 8 4½.

"Flora may have been "that Negro woman" who was the subject of the following letter from Jonathan Green, one of the administrators of the estate of Samuel Watts, to Dr. Samuel Danforth, in the right of his wife, a daughter.

Sir: I am not able to come to Boston to Day about Selling that Negro woman. I have been with Mr Watts, this morning, to Get him to go to Boston to Day, hut he Cant hut we have agreed to Sell her for £200 old tenor and Let whoso will be Inclined to buy Let them Come to us and if we Can think it Best to abate of that Sum we will Do that; that we think will be best for the Estate.

yours to serve

Jonas Green

Monday Morning Novr ye 19th 1770.

P<sup>s</sup> I could and would have Gon to Boston in Said affair Last Satterday had I known it a Little Sooner; hut I had not the news untill the Sun Scant half an hour high at evening and no wind to Carry the ferry boats over So that I Could not have Rowed my boat over & done the business & returned that night. Mrs Pratt Last Fryday morning promised to get that money for Mrs Hannah Watts that she sent for directly I hope ho has given it to her.

[Addressed] For Docter Sam<sup>l</sup> Danforth of Boston.

Chamberlain MSS., ii. 63.

Jonathan Green, of Stoneham, where his family had long resided, came to Chelsea about 1769, and returned to Stoneham about 1786. He appears to have been a cordwainer, and an able and efficient public man. He acquired a valuable estate in Chelsea (among others, the whole of the Maverick farm, now owned by the United States). While in Chelsea, he filled almost every office in the gift of the people, and was usually sought by them for making their deeds and wills, and for administering their estates. He, with Samuel Watts, the younger, administered the estate of Hon. Samuel Watts, sometimes called Major Watts. This estate, though large in realty and in personalty, was much involved, and, perhaps, insolvent. The administrators divided the labor, each taking and becoming responsible for certain "moveables." Madam Sarah Watts, the widow, appears to have held property in her own right, and was a creditor of her husband's estate: hence, this entry in Green's account. "To 1 Day, in Reconing with Madam Sarah Watts, & Selling to her, Several Silver Vessels, to pay part of the debt, due to her." Major Watts had given a bond to William Oliver for the reconveyance of certain land. Green spent a day in Boston consulting with Lawyer Adams, later better known as John Adams. Major Watts had given a deed of a valuable estate in Revere (the modern Harris farm) to his son Edward, and without consideration, as was thought. The heirs desired Mr. Green to consult with "Lawyer Quinsey," afterwards the famous patriot. He did so, "twice."

The third wife of Samuel Watts was Madam Sarah Oxnard, the widow of Thomas Oxnard of Boston, who married her, March 10,

Twice also he went to "Lawyer Otis," the then famous James Otis, Jr. To the ordinary troubles of administration of Samuel Watts' estate, were those which arose from the renewal of the attempt to reopen litigation in respect to Governor Bellingham's will, of which I give an account under that head.

Jonathan Green's father, like all his neighbors who could afford it, purchased slaves: as witness the following:

Boston, June ye : 7th : 1716.

Know all men by thees presents, that I, Thomas Porter of Boston In Newengland Dow Sell . . . a Nager man, named Dolphin for ye Sum of forty pounds Curant money of ye Cunter as Wittniss my hand ye Day and year, aboue mentioned, and have Recd : ye Ualey, for ye Same.

THOMAS PORTER. Chamberlain MSS., v. 6.

To Capt Jonathan Green. Sir: I do alowe of my negro man, Jack, To be maried To Deen Joseph Greens negro woman, Cloea, and that yo may Publish Them when they Desier It.

Reading April : 6 : 1768. DAVID GREEN. *Ibid.*, v. 75.

Watts estate. An account of what the heirs take.

Mr. Sam <sup>l</sup> . Watts takes of the moveables			
Belonging to his fathers estate . .		42:	9: 8: 0
In old tenor is . . . . .	318: 12: 6: 0		
Mr. Willm Watts Takes of the moveables, and the Boat money & Great Bible about £13. Lm . . . . .		27:	13: 4: 0
In old tenor is . . . . .	305. 0 0 0		
Mr. Ebenr. Hough takes of the moveables and ferry Boat money . . .		23:	16. 4. 0
In old tenor is . . . . .	178. 12 6 0		
Mrs. Eliz Kent takes of said moveables		7:	10 8 3
In old tenor is . . . . .	56: 0. 6 0		
Capt. Richd Watts takes of said moveables . . . . .		7.	0 0 0
is in old tenor . . . . .	52. 10 0 0		
not all taken.			
Doer. Edwd Watts takes of sd. moveables . . . . .		11:	0 0 0
is in old tenor . . . . .	82. 10 0 0		
Doer. Sam <sup>l</sup> . Danforth & his wife takes of sd moveables . . . . .		16:	7. 4 0
is in old tenor . . . . .	122. 15. 0. 0		
Lawfull money . . . . .		135:	17: 4: 3
Total in old tenor is . .	1019: 0. 6. 0.		
then adding thereto the Rents of the farms & buildings & wearing apparel at . . . . .		133.	6. 8. 0
in old tenor is . . . . .	100: 0. 0. 0.		
So that the children take about £2000 o: t. Chamberlain MSS., 11. 137.			

1756.<sup>18</sup> For some time after [1757] they lived in the Oxnard house, in Boston.<sup>19</sup>

Madam Watts held a life interest in the great mansion-house, which after her death was set at [£145-6-8; the southeast quarter of the house with half the garden was leased in 1772 for] £4, 13, 4, L. M. She died before September 3, 1773, when her will was proved in Suffolk County. It bears no date, and though she is described as of Falmouth, the witnesses were well-known Boston people. [She died July 16.]

Her will indicates opulence, and contains matters of interest. She gives to "my eldest son," Thomas Oxnard, £180, L. M., two pair of silver candlesticks, a shagreen case of knives and forks, six silver spoons, and "my best Diamond Ring." To her son Edward Oxnard, £180 L. M., and my silver coffee pot and my silver waiter and all my silver spoons marked T. O. To my daughter Mary, wife of Doctor Edward Watts, my gold watch, all linnen & wearing apparel, one pair of silver butter cups, *my picture, by Copley, and a ruby ring set with diamonds.* To Mercy Basset, the sum of £6. To each of my sisters, Mary Turner, Katherine Sargent, and Mercy Osborne, 40s., L. M., and the same to Elizabeth Kent, wife of Benjamin Kent, to buy them a ring of remembrance. To my granddaughter, Sarah Watts, £25, L. M., to be put out by my executors, and paid to her, when of lawful age, or married; and I give her *her mother's picture, done by Copley.* The residue, to my three children, Thomas, Edward, and Mary, equally. *I give to my servant, Prince,<sup>20</sup> his freedom from the state of slavery, and £4, L. M."* Her sons, Thomas and Edward Oxnard, to be executors.<sup>21</sup>

The Watts family continued a most respectable one down into the present century, when, as has been the case with many other families, the members had removed to other communities, and in the male line it has but few representatives in its old home.

[In response to the suggestion<sup>22</sup> that the estate of Samuel

<sup>18</sup> Sarah Osborne — per Boston Marriages. The name is given as Mary by Willis (Smith's and Deane's Journals, Portland).

<sup>19</sup> So I infer from an extract of a letter of Edward Watts, who married Mary, daughter of Madam Oxnard, who, after Samuel Watts died, was at Falmouth, Me. It was written to the administrator of the Watts estate, and dated March 17, 1772. "I would not omit acquainting you that [the] two Mr. Oxnards are going to put in a Clame against the Estate for my Father not paying them for the Rent of there part of the House he lived in while in Boston which was about four years which will be near £100 Sterling." Chamberlain MSS., II. 117.

<sup>20</sup> Prince Watts married Violet Hasey, July 26, 1770. Church Records.

<sup>21</sup> Suff. Prob. Rec., L. 73, f. 94.

<sup>22</sup> *Supra*, p. 344, note.

Watts may have been insolvent, the following certificate is given.<sup>23</sup>

Suffolk ss

Foster Hutchinson Esq. Judge of Probate &c Certifies the Hon<sup>ble</sup> His Majestys Justices of the Inferiour Court &c That by the Accounts of Samuel Watts and Jonathan Green Administrators of the Estate of the Hon<sup>ble</sup> Samuel Watts Esq. late of Chelsea in the County aforesaid deceased Intestate and a List of Debts remaining due it appears that the Debts will exceed the Personal Estate Eight hundred fifty six Pounds, seven shillings & 3<sup>d</sup>—The Real Estate has been appraised at Four thousand six hundred eighty one Pounds nineteen Shillings & 4<sup>d</sup>

Dated at Boston the 26<sup>th</sup> Day  
of July 1771

F Hutchinson.

Administrators must, if possible, satisfy all debts out of the personal estate of the deceased. If that was not possible, the court declared the estate insolvent, and empowered the administrators to sell enough of the intestate's real estate to pay his debts. The above certificate accompanied a petition of Samuel Watts and Jonathan Green to the Court for such a permit. This is the real estate of Samuel Watts as inventoried by Thomas Pratt, Samuel Sprague, and William Low, February 28, 1771.<sup>24</sup>

1. The Farm at the Ferry with the Building thereon & the Privileges of the Ferry, containing about 200 Acres of Upland, & salt Marsh . . . . .	2133 : 6 : 8
2. To Deacon Watta Farm, so called, Upland & Salt Marsh, with the Building thereon containing about, 140 Acres . . . . .	800 : — : —
3. To a Farm near Chelsea Meets house with the Buildings thereon containing about 150 Acres . . . . .	999 : 6 : 8
To one half of a Grist Mill, in Chelsea . . . . .	66 : 13 : 4
To Lands, lying in Royalsire, so called containing 2008 Acres at 2/— . . . . .	200 : 16 : —
To certain Piece of Land lying in Boston measurg 100 feet one way, & forty the other . . . . .	9 : 18 : 4
	<hr/> 4210 : 1 : —
To this was added a Farm with house and barn thereon in Blandford, Hampshire Co. . . . .	£ 471 : 18 : 4

On November 22, 1771, the administrators advertised the following lands for sale,—about 20 acres near Chelsea meeting-

<sup>23</sup> Court Files, Inf. Court of Common Pleas for Suff. Co., July term, 1771.

<sup>24</sup> Suff. Prob. Rec., L. 70, ff. 95, 98.



house with a barn thereon — (formerly part of the Hasey farm); "one half of the Two Grist Mills" in Chelsea; "between Twenty & thirty Acres of Meadow, near Chelsea Beach lying within the Dam so Call'd"; also about thirty acres of the Island End Marsh "lying partly in Malden & partly in Chelsea"; the lot of land in Boston ( $100 \times 40$  ft.); a number of lots in Royalshire, and a farm of about 1000 acres with buildings thereon in Blanford, Hampshire. March 5, 1772, Green wrote Dr. Edward Watts that they had sold the twenty acres on the road between Chelsea mills and meeting-house, the Island End marsh of about thirty acres, and the lands in Blanford.<sup>28</sup> The remainder of the real estate was divided among the heirs.]

*Extracts from the Day Book of Samuel Watts*<sup>29</sup>

1742, May 19.	Richard Watts Dr. To a Negroe Girl, Named Moll . . . . .	£100		
June 9.	Capt. Temple Dr. To ferrege to Jack . .	00	06	
Sept. 3.	Peter Oliver Dr. To Horse and Chaise to Chelsea . . . . .	00	10	00
	[Afterwards, Chief Justice Oliver: the journey was from the ferry to the centre of the town, then called Chelsea, now, Revere.]			
Aug. 30.	Mr. Goldthwait Dr. To a Chaise ferrage to Jack . . . . .	00	5	00
Oct. 4.	Mr. Joseph Merion Dr. To Horse to Pis- cataqua, eight Days . . . . .	5	00	00
	[Joseph Marion, at one time, Secretary of the Province.]			
Sepr.	The Manufactory Company Dr. To a horse to Cap ann for Mr. Hiller . . . . .	£1	10	00
"	Mr: Thomas Gooding Dr. To Cash pd towards the Slupe Two Brothers, & Cargo, Sept. ye 9, 1742 . . . . .	£125		
Octr. 27.	To Ditto . . . . .	60		
	p. Cr By Qr., part of Said Slupe Cargo & out Sets . . . . .	£240	10	11
Nov. 6.	Benja. Blaney Dr. To five Hides, Wt 416 .	13	17	4
Dec. 25.	Mr. Saml. Floyd, of Chelsea Dr. To cash paid (by his order to me by word of mouth) to the late Dyrectors of the Manufactory Company at Boston Sepr. ye 17th, 1742 . . . . .	47	13	
	pd the Justice for Acknowledging his dis- charge, . . . . .	2	6	
	[Of this company, and Samuel Watts' con- nection with it, we shall hear more.]			

<sup>28</sup> Chamberlain MSS., il. 91, 93, 111.

<sup>29</sup> Chamberlain MSS.

Feby. 1742/3.	Manufactory Company, Dr., To cash pd. Collo. Pollard, for Service don the Company . . . . .	£11 14 00
1743, Sept.	Mr: John Brintnall, Cr. By Cash, twenty Shillings, Manufactory Bills, for which I'm to give a receipt on the Back of his Note four pounds old tenor.	
1744.	The Honble John Jeffries Esqr. Dr. To Cash Lent, at ye Castle to pay the workmen . . . . .	4 0 0
	To Ditto to pay the bargemen . . . . .	0 12 00
Nov. 26.	Mr. Lee, of Mhd [Marblehead], Dr., to a Horse to Mhd., and contrary to Solem promis, put two men on him, we was seen p. Mr. Levenstone . . . . .	£5 00 0

This year he added to his stock:

Octr 29. Memdm: Young Cattle bought of Mr. Williams [of Noddle's Island] Vizt.

one Bull  
 one Red Spark'd Steer with a White face.  
 one Red Ditto with a White face.  
 one Black Ditto with a Brown Nose.  
 one Red 'spark'd Ditto.  
 one Black Ditto.  
 one Red Ditto whiteface.  
 one Red Ditto.  
 one Black Spark'd Ditto.  
 one Brown Ditto.  
 one Red Ditto.  
 one Red Sparked Ditto.  
 one Red Hetter  
 one Red Spark'd Ditto  
 one Sparked Do.  
 one black Ditto.  
 one Brown Ditto.

1745, March 13,	17, all one Yeurs and Advantage. Thomas Hutchinson [afterwards the governor], Dr. To Horse to Cape Ann .	3 5
May 17.	Dan <sup>l</sup> Watts Dr. To Jack, for boating Hay, 30 of March last . . . . . [His brother, owner of the Carter farm and marshes southerly, from which, by a gulch, navigable by gundalows, hay and other farm produce was carried by Island End River to the Mystic, and thence to Boston for exportation to the south.]	4 6
June 3.	Sam <sup>l</sup> Tuttle Tanner Dr. To a Lottery Tickett . . . . . Mr. John Rachall, Dr., To two Lottery Ticketts . . . . .	£6 00 00 £12.

U of M

Sente paniell & one side paniell & Canvissing .	£12	00	00
To a New bottom board & Leather to Hang it . . .	1	10	00
To Corse Lining, for ye bodey & Chusshing . . .	1	00	00
To 3 yds. of half thick to Line it . . . . .	3	6	00
To 5 <sup>11</sup> of tacks & 700 <sup>11</sup> of brass nails . . . . .	2	19	00
To Rivetts & brads for ye Irons . . . . .		5	00
To Leather for ye Cheeks . . . . .	3	00	00
To New tryming ye bodey & making ye Chusshing . .	3	00	00
To painting ye 3 bodeys . . . . .	3	00	00
1751, Octr. ye 16. To Repairing your Chaise & making a New wing Lined with Scarlett Cloth and mend- ling ye back Raile brass nails & tacks . . . . .	4	00	00
old tennor . . . . .	£75	10	00
1764. To 2 Riding Chayse & Harnis with Canvies tops as a Greed for . . . . .	280	00	00
1768, Decbr. 26. To putting in 4 fellowes & five spoaks to your wheels . . . . .	7		
the Smith work in Repairing ye Streaks & nails . .	3	10	00
old tennor . . . . .	£365	00	00
in Lawfull money . . . . .	£ 48	13	04
To 2 fellowes 2 Spokes a Reviting ye tyer, & nails for it . . . . .		8	00
To putting two axeltrees . . . . .		10	8
To mending 2 wheels Iron work & nails . . . . .		9	4
Lawfull money . . . . .	£ 50	1	4
Contra Cr Received by Major Watts's account . . . . .	41	16	9.1
	8	4	6.3
April ye 8th 1772 Received of Capt. Jonathan Green Adminr by Cash — . . . . .	8	4	6.3

Edwd Goodwin.

Edward Watts was of "the Parish of St. Buttolph Aldgate, in the city of London, sawyer." Edward and Rebecca, with their children, came to Winnisimmet in 1710, where they died, he, June 5, 1714, aged 47; and she, March 25, 1715, of the same age. Their grave-stones are in the Revere burial-ground. After coming over they managed the ferry, the inn, a grocery, and their farms, which had been in the charge of an agent. More may be seen in chap. xvi, and her will, *supra*, p. 329.

They had four children: Edward, *alias* Bellingham, Samuel, Daniel, and Rebecca. Elizabeth Bellingham's will mentions a daughter Elizabeth, but I hear no more of her. Rebecca Watts' will speaks of a nephew, Thomas Cooper, and of a niece, Mary Cooper, in England; of a grandson, John Turner, and of an uncle, Robert Smith.

Edward Watts, the younger, was married January 8, 1715/6,

by Rev. Samuel Myles, rector of King's Chapel, to Ann, perhaps a daughter of William Antram, of Boston, whose name often appears in the town records in respectable connections. Edward and his wife conveyed to him, May 1, 1716, 19/30 of the Winnisimmet farms, and all their right to the ferry, for £3,000. The reason is not apparent, as he reconveyed them a few days later.<sup>28</sup> Edward and Ann had one child, whose birth is recorded May 27, 1718, and his death July 27 following. April 6, 1724, Edward Watts was chosen vestryman of [Christ Church].<sup>29</sup> After the death of Edward and Rebecca (1714 and 1715), their son Edward managed the Winnisimmet estates until his own death, September 17, 1727, aged 34. This fixes his birth at about 1693. I do not find his burial-place. [According to the records of Christ Church he was buried September 20, 1727.]

The inventory of his estate, June 17, 1728, is of uncommon interest. It shows the business capacity of one who, dying young, left a personal estate of £2,878. 18. 11. a large sum, when sterling and provincial money were less differentiated than at a later day. It also shows the furnishing (though, perhaps, exceptional) of a house outside of Boston, and the apparel of an English emigrant of the middle class. But its chief interest is in the fact, of which there is no printed evidence nor even a tradition, that Winnisimmet at that time was the centre of a considerable trade for the country north of the Mystic and south of the Lynn marshes.<sup>30</sup>

Samuel Watts, second son of Edward and Rebecca, was married March 8, 1715/16, by Rev. John Webb, to Elizabeth Shute [presumably daughter of Richard and Lydia, born in Malden, February 20, 1698/9]. Their children were:

Richard, b. Janr 23, 1718/9; d. July, 1771; wife Sarah d. Feb., 1758, aged 36.

Samuel, b. March 28, 1717; d. Nov., 1791. Inventory, Feb. 9, 1792.<sup>31</sup>  
Elizabeth, b. Nov. 25, 1720; [bapt. Dec. 4, 1720; d. Nov. 25, 1721.<sup>32</sup>]  
[Elizabeth, bapt. Sept. 16, 1722;] m. Benjamin Kent [H. C. 1727], Nov. 6, 1740.

Edward, b. Aug. 1, 1724.

Anne, b. March 9, 1726; m. [intention filed at Chelsea Sept. 3, 1749] Ebenezer Hough, who died Jan., 1772, aged 47.

Rachel, bapt. March 2, 1729.

<sup>28</sup> [*Supra*, p. 308, note 40.]

<sup>29</sup> Foote, *Annals of King's Chapel*, i. 324.

<sup>30</sup> *Supra*, p. 323.

<sup>31</sup> Suff. Prob. Rec., L. 91, f. 96.

<sup>32</sup> Gravestone at Revere.

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His wife Elizabeth died March 16, 1731[aged 32]. He married, November 18, 1731, Hannah Hough [widow of Ebenezer Hough of Boston and daughter of Captain John Foye of Charlestown. She had by her first husband, who was a son of William Hough of Boston, tallow chandler, five children: Ebenezer, b. 1724; Hannah, b. 1725; Sarah, b. 1727; Mary, b. 1728, died 1729; John, b. 1729.<sup>23</sup> In 1750 Ebenezer and Sarah were living in Chelsea. In 1755 they mention their brother John Hough, "Mariner deceased."<sup>24</sup>] The children of Samuel and Hannah Watts were:

Bellingham, b. Aug. 30, 1732; [bapt. Sept. 3].

[Bellingham, b. May 22, 1734; bapt. May 26.]

Belcher, bapt. June 8, 1735.

William, bapt. Aug. 1, 1736; m. widow Mary Pratt, Aug. 8, 1760; [d. May 31, 1806, aged 70].

Edward, b. July 25, 1737; m. Mary Oxnard, May 22, 1765.

Isaac, b. July 31, 1738; bapt. Aug. 6, 1738.

Hannah [b. Aug. 6, 1741]; bapt. Aug. 9, 1741; m. Dr. Samuel Danforth [in Boston Dec. 24, 1770].

Samuel and Elizabeth were admitted to the church [at Rumney Marsh] October 19, 1718. His negro woman, Phillis, and her children, were baptized, — she January 1, 1743/4, and Cato, Balindon, and Violet, September 29, 1745. [Resident on the Townsend farm, and a member of the church at Rumney Marsh, Samuel Watts, though born in England, became closely identified with the life of the district. He was chosen to serve as fence viewer in 1718 and 1722, and to assist the selectmen of Boston as surveyors of highways for the district in 1723, and was sent to neighboring church councils as a representative of his church. In 1733, in the right of his second wife, he came into possession of a brick dwelling opposite the north side of the Court House or Exchange, on King Street, now State Street, in Boston.<sup>25</sup> This opened to him a wider career. In 1733 he joined the Ancient and Honorable Artillery Company, and the title of Captain, in the militia, appears before his name in the record of his children's baptisms and elsewhere. In 1734 he was a Justice of the Peace. His two eldest sons — Samuel and Richard — entered Harvard College, — the former graduating in 1738, the latter in 1739.<sup>26</sup> In March,

<sup>23</sup> Boston Vital Records; Wyman, 372, 520.

<sup>24</sup> Suff. Deeds, L. 103, ff. 192-195; L. 117, f. 154; Prob. Rec., L. 48, f. 380; also Hough vs. Watts, Court Files of Inf. Court of Common Pleas for Suff. Co., July 1, 1770.

<sup>25</sup> Suff. Deeds, L. 99, ff. 212-215.

<sup>26</sup> Harvard Catalogue of 1794, with MSS. notes by Wm. Winthrop, Harvard College Library.

1734/5, he was one of the "Principal Subscribers" to the petition for the separation from Boston, and the incorporation of the Rumney Marsh district.<sup>37</sup> In October, 1737, he was one of a committee of four to draw up an address from the town of Boston to the General Court.<sup>38</sup> By his own marriage to Hannah Foye Hough and the marriage of his brother's widow to Thomas Greaves he became allied with the most influential families in Charlestown. His wife's step-mother married, in 1736, Charles Chambers; in 1738 Thomas Greaves' daughter married James Russell.<sup>39</sup> Presumably William Foye, a member of the Governor's Council, 1741-1751, was her uncle. The first service of Samuel Watts on a working committee of the House of Representatives was under the chairmanship of Thos. Greaves.<sup>40</sup> As a member of the General Court, Chelsea's first Representative, his advancement was rapid. During his first year in the Assembly he served on thirty-one working committees, of three of which he was chairman, and was appointed also on some five or more committees less important. Although the three committees of which he was chairman were of minor importance, he served on the joint committee to consider the Governor's message on the Engrossed Supply and Tax Bill,<sup>41</sup> the House Committee to prepare a bill for the supply of the Treasury,<sup>42</sup> to examine the accounts of Mr. Wilks, the agent of the Province in England, and provide instructions for the new agent, Christopher Kilby.<sup>43</sup> He served also on committees for the erection of sundry new townships and for the settlement of church disputes.<sup>44</sup> He was a member of the joint committee of the House and Council to prepare a memorial to the King on the financial difficulties of the Province,<sup>45</sup> of a joint committee to consider of some more effectual means for the more equal payment of all private debts hereafter to be contracted,<sup>46</sup> of a joint committee to meet appointees of the Colony of Connecticut to rectify the boundary between the colonies,<sup>47</sup> of the committee to sit during the recess of the Court to

<sup>37</sup> Boston Rec. Com. Rep., xii. 97. Files of the Boston City Clerk.

<sup>38</sup> *Ibid.*, xii. 177, 178.

<sup>39</sup> Wyman.

<sup>40</sup> House Journal, June 7, 1739.

<sup>41</sup> *Ibid.*, June 29.

<sup>42</sup> *Ibid.*, September 20.

<sup>43</sup> *Ibid.*, September 19, 28; January 1, 1739/40.

<sup>44</sup> *Ibid.*, June 11, June 27, September 26, December 19, etc.

<sup>45</sup> *Ibid.*, December 27, 1739; January 1, 10, 1739/40.

<sup>46</sup> *Ibid.*, September 21, 1739.

<sup>47</sup> *Ibid.*, December 7, 27.

compile for publication a book of the laws of the Province, other members of this latter committee being the Speaker of the House, Paul Dudley, and Thomas Greaves.<sup>48</sup> This in brief is the record of his first year in the Legislature. Though not one of the original petitioners for the establishment of a Land Bank, he was one of four members of the House of Representatives to accept the office of Director in the Company in July, 1740, the others being Thomas Cheever of Lynn, George Leonard of Norton, and Robert Hale of Beverly. As he continued in this office, notwithstanding the Governor's proclamation of November 5, 1740, he was removed as Justice of the Peace December 5, 1740, and dismissed as Captain of the Chelsea militia April 22, 1741.<sup>49</sup> The following month he was elected Speaker of the House (negatively); July 31, 1741, by the General Court, Collector of Excise for Suffolk County,<sup>50</sup> in 1742, Captain of the Ancient and Honorable Artillery Company, and a member of the Governor's Council. His later career is sketched briefly in the text.]

Daniel Watts, youngest son of Edward and Rebecca, born about 1704, died in June, 1760, aged 56; and Elizabeth Mason, his wife, in March before, aged 57. [They were married September 14, 1726.] They had:

[Rebeckah, b. April 17, 1727; bapt. April 23 at the Brattle Square Church.

Edward, b. May 18, 1729.]

Elizabeth, bapt. [at Rumney Marsh] March 14, 1731.

Sarah, bapt. July 29, 1733.

Daniel, b. Feb. 18, 1734/5, [bapt. Feb. 23, 1734/5.]

Rachel [b. 1737-4th day-3d month];<sup>51</sup> bapt. March 6, 1736/7; m. Wm. Leverett, April 12, 1759.

Daniel [b. 1738-6-11]; bapt. Oct. 12, 1738. [*sic.*]

[Ebenezer, b. 1740-27-10; d. 1740-6-10 (*sic.*).]

Katharine [b. 1741-2-10]; bapt. Oct. 4, 1741.

John, bapt. Sept. 23, 1744, [presumably married the widow Elizabeth Bill, Jan. 29, 1775. Births and deaths of two children of John and Elizabeth Watts were recorded at Chelsea, 1775-1778.]

Did Daniel Watta have a son Edward? The Probate Records<sup>52</sup> say Daniel Watts administered on the estate of his son Edward, March 25, 1757.

In these genealogies I am perplexed by variances between the

<sup>48</sup> March 17, 1739/40.

<sup>49</sup> Boston Weekly News-Letter, December 11, 1740; April 24, 1741.

<sup>50</sup> House Journal.

<sup>51</sup> Chelsea Town Records.

<sup>52</sup> L. 52, f. 204.

printed Boston records of births and the church records of baptisms. The former affiliate [Rebeckah, Edward], Elizabeth and Sarah, to James Watts instead of to Daniel, as the latter do.

The Brattle Square Church, Boston, dismissed Daniel Watts to the Rumney Marsh Church, which received him, February 9, 1748/9, and chose him deacon in September following.

The last child of Edward and Rebecca Watts, I find, was Rebecca, who married John Muzzy of Lexington, innholder [grandson of Benjamin Muzzy of Rumney Marsh]. They released her interest in her father's estate December 10, 1730. [She married, first, December 24, 1711, John Turner, the rector of King's Chapel officiating, and had a son John,<sup>22</sup> born April 21, 1712, mentioned in his grandmother Rebecca's will; m. second, February 16, 1715/6, James Ingham; third, December 6, 1722, John Muzzy.]

[Samuel (3) Watts (H. C. 1738) was born March 28, 1717; married Hannah Rachell January 8, 1740/41; died in November, 1791. His wife died in November, 1780, aged 63. (Hannah, daughter of John and Hannah Rachel, was born July 16, 1718.) From the Chamberlain MSS.<sup>24</sup> it appears that he lived at one time in Rhode Island. During the first year after his father's death he leased the two farms at Winnisimmet except the mansion house and the parts improved by Captain Richard Watts, William Watts, and Ebenezer Hough.<sup>25</sup> Possibly he returned from Rhode Island after the death of Daniel Watts to take possession of that farm; his name reappears in the Chelsea town records about that time. From the correspondence between Jonathan Green and Dr. Edward Watts it appears that Samuel Watts was heavily in debt when his father died.<sup>26</sup> He sold some 35 acres of marshland to Dr. Samuel Danforth. He held many town offices, and during the early years of the War of the Revolution was sent as a delegate to several County and Provincial Congresses. On August 25, 1774, he was chosen one of three delegates to meet the Committee of Correspondence of the County of Suffolk at Dedham on the sixth of September; on October 3, 1774, he was chosen a delegate to the Provincial Congress called to meet at Concord, October 11, and a representative to the General Court summoned to meet at Salem on October 5. On November 21, 1774, he was appointed on a com-

<sup>22</sup> April 9, 1734, John Turner of Charlestown, housewright, with his wife Sarah, quitclaimed to Samuel and Daniel Watts the two farms at Winnisimmet. Suff. Deeds, L. 74, f. 168.

<sup>23</sup> Vol. ii. 127.

<sup>24</sup> *Ibid.*, ii. 69.

<sup>25</sup> *Ibid.*, ii. 135, 139.



mittee of three to see that the resolves of the Continental and Provincial Congresses were enforced in the town, and to serve as a Committee of Correspondence; on May 30, 1775, he was again chosen a member of the Committee of Correspondence, which then numbered ten and was under the chairmanship of Rev. Phillips Payson. But Samuel Watts did not, like his father, become the leading man in the town, nor acquire an extensive reputation beyond its limits.

The children of Samuel (3) and Hannah Watts as recorded at Chelsea were:

Hannah	born	1742-17th day-2d month;	m. Benjamin Comee of Lexington March 25, 1762.
Samuel	"	1743-20- 7;	m. Nancy Watts, Nov. 11, 1773.
Rachel	"	1745-18- 3;	m. Benjamin Brintnall, Jr., Oct. 11, 1770.
John	"	1747-16- 1.	
Isaac	"	1748- 5- 5;	m. Rachel Pratt of Malden Dec. 3, 1779.
Mary	"	1750-16- 2;	m. Richard Watts June 24, 1773.
Susanna	"	1752-27-11;	m. Reuben Weston of Reading Feb. 18, 1777.[?]
Elizabeth	"	1754- 5- 9;	m. Ezra Brintnall June 2, 1774.
Sarah	"	1756-27- 4;	m. Ezra Upham Aug. 15, 1782.
Belcher	"	1762-15- 3;	m. Elizabeth Bulfinch of Boston Dec. 16, 1781.

The following heirs of Samuel Watts, who died in 1791, signed a discharge to their brother Samuel Watts, administrator, July 16, 1793, Isaac, Richard, and Belcher Watts; Ezra and Rachel Brintnall; Benjamin and Hannah Comey; Ezra Upham.<sup>57</sup> The same, with their wives, signed the conveyance to Williams in April.

Captain Richard (3) Watts (H. C. 1739), second son of Hon. Samuel Watts, died in July, 1771, aged 52. He managed the inn and the store during the later years of his father's life. At his death he owed over £400 to eighty-one creditors. Over half of his inheritance from his father was consumed in meeting these obligations. David Bradley, administrator, charged for forty-six days spent in settling the estate.<sup>58</sup> The children of Richard and Sarah Watts of Winnisimmet were all baptized by the pastor of Christ Church in Boston. They were:

Anno Die Mensc

Richard	born	1740- 2- 9;	bapt. Sept. 14, 1740.
Elizabeth	"	1742- 9- 3;	m. April 16, 1761, Benj. Bill of Boston. [?]
Sarah	"	1744- 3-10;	m. March 22, 1764, David Bradley of Boston.
Richard	"	1746-16-12[?]	

<sup>57</sup> Suff. Prob. Rec., L. 92, f. 635.

<sup>58</sup> Suff. Prob. Rec., L. 71, ff. 32, 414; L. 74, f. 166.

Anna	"	1748- 1- 1; m. Nov. 11, 1773, Samuel (4) Watts, son of Samuel (3).
Mary	"	1749-18- 3; d. 1760-7-5.
Richard	"	1754- 7- 3; m. June 24, 1773, Mary, daughter of Samuel Watts; d. Nov., 1793.
Ebenr	"	1756- 9- 4.

Sarah, the wife, died 1758-20-2 aged thirty-six.<sup>50</sup> His heirs were allotted no land in Chelsea.

Bellingham (3) Watts, born May 22, 1734; married Hannah Aubings December 19, 1757 (intention filed); was a sea captain and lived in Boston. His children were baptized at Christ Church, October 23, 1767, his will was probated. January 5, 1771, his widow Hannah was appointed guardian of the children, Samuel, Bellingham, and Hannah, to receive the inheritance from their grandfather, Hon. Samuel Watts.<sup>51</sup>

The widow died in January, 1782, and was buried from Christ Church January 29. June 12, 1782, the guardians of Bellingham, Samuel, and Hannah Watts, minors, sold the inheritance in Chelsea.<sup>52</sup>

William (3) Watts, son of Samuel (2) and Hannah Watts, married, August 8, 1760, Mrs. Mary Pratt, widow, who died in October, 1799, aged 76. He died May 31, 1806, aged 70.<sup>53</sup> At the settlement of his father's estate he was living on the Ferry farm, in a small house east of his father's mansion. The Day Book of Samuel Watts says: "Son W<sup>m</sup> Watts Came here to work on the Farm," April 15, 1765.<sup>54</sup> Later he lived on his inheritance in what is now Revere, the farm near the meeting-house purchased by Samuel Watts from the widow Abigail Chamberlain. His children as recorded at Chelsea were:

William Brintnall Watts, b. 1760-29th day-1st month.

Benjamin, 1763-3-3; m. Mary Pratt May 19, 1803.

Hannah, 1765-24-9; m. May 22, 1786, Capt. James Brown. [†]

Benjamin lived on the farm with his father, and had five children recorded at Chelsea between 1804 and 1821.

Samuel (4) Watts was born July 20, 1743; m. Nov. 11, 1773, Nancy Watts, presumably his cousin daughter of Capt. Richard

<sup>50</sup> Chelsea Town and Church Records.

<sup>51</sup> Suff. Prob. Rec., L. 66, f. 173; L. 70, f. 12; L. 84, f. 362.

<sup>52</sup> Suff. Deeds, L. 138, ff. 87-91; see also Suff. Prob. Rec., L. 72, f. 429.

<sup>53</sup> Chelsea Church Records.

<sup>54</sup> Chamberlain MSS.

Watts. The children of Samuel and Ann Watts recorded at Chelsea were:

Samuel, b. 1774-4th day-12th month; d. 1777-15-3.

Samuel, b. 1777-4-8.

Saml., b. 1778-9-8.

Saml., b. 1779-5-10.

Samuel Watts of Boston, boatman, died in November, 1802, leaving a widow Nancy and a son Samuel. Ebenezer Watts of Boston, tailor, presumably his brother-in-law, administered on his estate, David Bradley and Samuel Watts, merchants, giving bonds. In the inventory was a large and a small sail-boat, and part of a pew in Chelsea meeting-house.<sup>64</sup>

Isaac (4) Watts, born May 5, 1748, married Rachel Pratt of Malden, December 3, 1779. Three children of Isaac and Rachel Pratt were recorded at Chelsea, Rachel, born 1780-3d day-6th month; Hannah, 1781-24-12; John 1784-8-2.

Richard (4) Watts, son of Richard and Sarah, married, June 24, 1773, his cousin Mary, daughter of Samuel (3) Watts; died in November, 1793. Three children were baptized at Chelsea, Mary, April 21, 1776; Sarah, March 15, 1778; Elizabeth, January 23, 1780.

The following items as to houses on the Ferry farm are gleaned by comparing the division of the estate of Samuel Watts in 1772,<sup>65</sup> the inventory of the estate of his son Samuel in 1792, and the assessors' report for the direct tax of 1798. In 1772 the mansion house with three-fourths of an acre of land was valued at £145-6-8; in 1792 at £75; in 1798 with one acre three perches of land at \$880. It was of two stories, covered 1520 feet, had 31 windows, and in 1798 was "Verry old," and was occupied by Henry Howell Williams, Jr. In 1772 the "Dwelling House near the ferry where the Tavern is kept" was valued at £66-13-4; in 1792 at £45. It was of two stories, covered 1080 feet, had twenty windows, and was "Verry Old" in 1798. With a stable covering 1144 feet and one-fourth of an acre of land, it was then valued at \$1100, and was occupied by John Hill.<sup>66</sup> In 1772 forty feet of the westerly end of the great barn, the new barn, the chaise house, and an old blacksmith shop were valued at £116, and 24 acres 110 rods adjoining the tavern and these barns, etc., were valued at £412-1-8. These were assigned to Samuel Watts. In 1792 a barn with a large stable was valued at £40; two-thirds of a barn at £20.

<sup>64</sup> Suff. Prob. Rec., L. 101, ff. 77, 129; L. 102, ff. 85, 95.

<sup>65</sup> *Ibid.*, L. 71, f. 395; L. 91, f. 96.

<sup>66</sup> See also *supra*, pp. 334-337.

Thirty feet of the east end of the great barn with 12 rods of land adjoining were valued at £21-13-4 in 1772, and assigned to Mrs. Ann Hough; also a warehouse near the tavern and "on the left hand side of the Ferry ways as you go down to them," at £12, and 40 rods of land near the warehouse at £4. In 1772 the small house in which William Watts was living with a corn house was valued at £12, and eighty rods of land adjoining thereto at £7; in 1792 the house and three-fourths of an acre of land were valued at £19. The house in which Mrs. Ann Hough was living was valued at £8, and eight acres of land under and near her house, at £116-13-4. These two houses stood east of the mansion house. As their site is not marked on the plan of the Ferry farm in 1830, it is possible that they stood on the land sold in 1825 by Thomas Williams to the United States for the Marine Hospital. They are not listed in the direct tax of 1798. The assessors for the direct tax prepared two lists; in one were all houses over \$100 in value, with a house lot not to exceed one acre; in the other, farmlands, outbuildings, and houses worth less than \$100. The Ferry farm was omitted from the latter list. December 22, 1793, Benjamin Kent Hough of Gloucester, trader, for £300 lawful money conveyed to Henry Howell Williams of Noddle's Island the land set off to his mother, Mrs. Ann Hough, from the estate of Hon. Samuel Watts, except 12 acres of salt marsh sold to Dr. Samuel Danforth.<sup>67</sup> Mrs. Ann Hough of Gloucester had conveyed this land to her son March 14, 1793.<sup>68</sup> It included 40 rods of land with a warehouse thereon which lay "on the left-hand side of the Ferry ways as you go down to them," and touched also the yard of the "Great House"; 8 acres with a dwelling-house thereon, bounded by the "Great House" with its yard before and garden behind on the west, and the farm in the possession of Mr. Batchelder (Eustace-Shurtleff farm) on the east; 12 acres of pasture; and 12 rods of land adjoining the great barn, with 30 ft. of the barn at the east end; the latter two parcels lay west of the road. The house was in the occupation of Ezra Brintnall, who had married a daughter of Samuel (3) Watts. According to this conveyance the  $\frac{3}{4}$  acre on which the house occupied in 1772 by William Watts stood, set off to Samuel Watts in the settlement of the estate of Hon. Samuel Watts, was enclosed on all sides except toward the harbor by Mrs. Hough's eight-acre lot. By this conveyance, and that from the heirs of Samuel Watts mentioned in the text,<sup>69</sup> Henry Howell Williams came into pos-

<sup>67</sup> Suff. Deeds, L. 177, f. 268, 269; also L. 168, f. 233; L. 172, f. 128.

<sup>68</sup> *Ibid.*, L. 175, f. 101.

<sup>69</sup> *Supra*, p. 297.

session of all the Ferry farm except the marshland, which Samuel Watts (1717-1791) and Mrs. Ann Hough sold to Dr. Samuel Danforth.<sup>70</sup> At the time of his death in 1791 Samuel Watts owned 28 acres of marsh within the dyke,  $34\frac{1}{2}$  acres of pasture,  $36\frac{3}{4}$  acres of mowing-land, and 4 acres of tillage;<sup>71</sup> also  $12\frac{1}{2}$  acres of woodland that was not a part of the Ferry farm. In 1798 H. H. Williams of Noddle's Island and Samuel Danforth made an exchange of marshland, Williams conveying to Danforth the marshland bought of the heirs of Samuel Watts that lay within the dam north of Island End River.<sup>72</sup> Thomas Williams sold to the United States, July 6, 1825, five acres at the southeast corner of the farm, bounded on the sea south and on the County road north. This with five acres purchased from the adjoining Shurtleff farm formed the first Marine Hospital lot.]<sup>73</sup>

<sup>70</sup> Suff. Deeds, L. 168, f. 67.

<sup>71</sup> Suff. Prob. Rec., L. 91, f. 96.

<sup>72</sup> Suff. Deeds, L. 191, ff. 205, 209.

<sup>73</sup> *Ibid.*, L. 302, f. 161; L. 301, f. 145; L. 351, f. 76. A plan of the Hospital Lot is in L. 718 end; see also plans of the Ferry and Shurtleff farms, L. 351, f. 153 and L. 393, f. 185.

## APPENDIX 6

HENRY HOWELL WILLIAMS (son of Colonel Joseph Williams, of Roxbury in 1775) was born October 23, 1736, married Elizabeth, daughter of Thomas Bell, 28 January, 1762,<sup>1</sup> and died at Chelsea, December 26, 1802. Having married the daughter of the lessee of Noddle's Island, he removed thither, and there he remained until he removed, about 1800, to Chelsea, where, some years previously, he had purchased the Ferry farm, later known as the Williams farm, though called by him Howell Place. The Williams journal, which appears to have been principally kept by the daughters of Mr. Williams, says under April 8, 1793, "Papa went to Chelsea immediately after dinner; there purchased a farm"; after which a daily intercourse was kept up between the Island and Chelsea until the removal of the family thither. The children of Henry Howell and Elizabeth Williams, probably all born on Noddle's Island, were: Elizabeth, b. Aug. 6, 1765, m. Andrew Sigourney Oct. 7, 1797, d. 1843; Henry Howell, b. March 9, 1767, m. Sally Williams Sept. 25, 1800, d. 1832; Martha, b. Aug. 25, 1768, m. Daniel Sigourney Jan. 28, 1798, d. 1828; Thomas, b. Sept. 2, 1770, m. Eliza Avery Feb. 3, 1803, succeeded his father as tenant of Noddle's Island, and died at Chelsea, 1833; John Shirley, b. May 3, 1772, m. Nancy Hunt May 6, 1807; Harriet, b. Dec. 1, 1773, m. John Avery, Jr. (father of John Avery, Esq., of Lowell), April 9, 1799, both lost at sea Oct. 27, 1800; Ardelia, b. July 6, 1775, d. unmarried April 9, 1838; Nancy, b. 19 March, 1777, m. Amos A. Williams Oct. 31, 1802, d. at Baltimore, Sept. 7, 1804; and Catherine, b. Jan. 15, 1780.

Mr. Williams was a man of character, and his life presents many interesting incidents, but as they occurred chiefly at Noddle's Island, where his life was mainly passed, the reader is referred to Sumner's History of East Boston, where they will be found, and from which I have drawn a large part of the foregoing. Doubtless the papers in the possession of General Sumner contain many facts of interest respecting Chelsea. I have sought, and am still seeking for them, but thus far in vain, so that I am not able even to verify such statements as I have drawn from General Sumner's history.

<sup>1</sup> Sumner, East Boston, 323.

He and his son Thomas were successive tenants of Noddle's Island for seventy years. In the Revolution the property of the father was destroyed by the American troops for public reasons, and as a partial compensation General Washington gave him the abandoned barracks at Cambridge, which he removed to Noddle's Island, and partly used for building a house. Like some others who finally joined the revolutionary party, he was an "Addresser" of Governor Hutchinson.

[October 21, 1817, Daniel Sigourney of Chelsea, merchant, and his wife Martha quitclaimed to Thomas Williams of Noddle's Island their right to the homestead of the late Henry Howell Williams in Chelsea, to the Ferry Ways there, and to the house and land on the corner of North and Lynn streets in Boston, which all had been set off in April, 1804, to Elizabeth Williams, widow of Henry Howell Williams, as her dower. The following releases were recorded with the above: April 21, 1821, from Ardelia and Catharine Williams of Chelsea, spinsters, for \$2,400; from John Shirley Williams of Roxbury with his wife Nancy for \$1,200; from John Avery of Boston, merchant, March 1, 1822; from Henry Howell Williams of Colrain, Franklin County, May 8, 1827; from Amos Adams Williams of Baltimore and his daughter Nancy; from Elizabeth Sigourney of Boston, widow, for \$900.\*]

\* Suff. Deeds, L. 351, ff. 145-150.

## APPENDIX 7

[In the inventory of Governor Bellingham's estate Nicholas Rice was mentioned as tenant at £20 a year of one of the Winnisimmet farms. He became involved in the conflict over the governor's will, as is related elsewhere,<sup>1</sup> and removed to Reading. In 1692 his wife Sarah, who had "lived with him as a good, faithful, dutiful wife . . . above twenty years," was imprisoned for some five months in the Boston jail on a charge of witchcraft. Nicholas Rice, petitioning in her behalf, said she was in her "old age" and "decrepit."<sup>2</sup> She died in 1698. He may have been the Nicholas Rice of Boston, planter, who executed letters of attorney in 1648 for the collection of legacies in Essex and Suffolk, England. He called Joseph Belknap of Boston brother.<sup>3</sup>

William Eustace succeeded Rice as tenant on the farm.<sup>4</sup> He had seven sons and three daughters, born after 1659.<sup>5</sup> Upon his death November 27, 1694, his widow Sarah and his son John were appointed administrators of his estate.<sup>6</sup>

In 1697 and 1700 lawsuits were brought against Sarah, widow of William Eustace. She died in June, 1713, aged 74, and was buried at Charlestown. William (1) Eustace at his death in 1694 owned land in Boston, on which a house had been built by the eldest son John. According to the inventory of the son's estate, he lived apparently on "the Back Street" at the North End of Boston. At least three sons lived at Winnisimmet, Joseph, William, and Jonathan. Joseph died Jan. 29, 1690/1. Joseph's wife Abigail also died between January 29, when a babe was born and died, and February 27, when Samuel Townsend of the neighboring farm presented an inventory of the estate of Joseph and Abigail Eustace. His brother, Benjamin Eustace, died on January

<sup>1</sup> *Infra*, appendixes to chap. ix. and chap. x.

<sup>2</sup> Eaton, *Reading*, 110.

<sup>3</sup> Boston Rec. Com. Rep., xxxii, 160; *infra*, chap. x. appendix.

<sup>4</sup> *Infra*, Appendix 3 to chap. ix.

<sup>5</sup> With two exceptions their births are recorded at Boston. For the genealogy of the family see N. E. Hist. and Gen. Reg., xxxii, 204.

<sup>6</sup> Suff. Prob. Rec., L. 13, ff. 518, 519. His estate was appraised by John Smith and John Center.



4, and was buried in Malden. Possibly the family suffered from the small-pox, which was then epidemic at Rumney Marsh.<sup>7</sup> It was forbidden to carry the dead across the ferry for burial in Boston. In 1701 and 1702 the farm was taxed to William Eustace, the second son. Jonathan's name does not appear on either tax list, yet he was constable for the Rumney Marsh district in the year 1706, surveyor of highways the succeeding year, and fence viewer in 1708; while William was tithingman in 1709. The estates of Jonathan (2) Eustace, who died in 1738, and of his nephew Thomas (3) Eustace (son of William), who died in 1752, were both settled in the year 1760. Among the effects of Thomas Eustace were  $7\frac{1}{2}$  cows.<sup>8</sup> The lawsuit, instituted in 1757 by the town of Chelsea to recover this farm under the provisions of Governor Bellingham's will, was brought against Joshua Eustace, housewright, and Abigail Eustace, widow of Thomas Eustace. Joshua Eustace, husbandman of Chelsea,<sup>9</sup> was the administrator of the estate of Jonathan Eustace in 1760. Thus it appears that William (2) Eustace and Jonathan (2) Eustace and their heirs shared the tenancy of the farms until after 1760. Their sister Mary married November 30, 1708, Abraham Townsend of the adjoining farm. She and her sisters were married by Rev. Cotton Mather of the North Church in Boston, and the children of Joseph, William, and Jonathan were baptized there.<sup>10</sup>

William, son of the first William Eustace, was born February 25, 1660-1; married Sarah Cutler, daughter of Thomas and Mary Cutler of Charlestown, October 29, 1688; died February 10, 1736-7, aged seventy-seven years eleven months and twenty days, according to the gravestone at Revere. His wife died June 28, 1748, in the eighty-fifth year of her age. The ages and dates of death, as deciphered on the gravestones, are not quite in accord with the dates of birth given in the Boston records for William Eustace, and by Wyman for the wife, Sarah Eustace.<sup>11</sup> Jonathan, son of the first William Eustace, was married by Rev. Cotton

<sup>7</sup> Mass. Archives, xxxvi. 388.

<sup>8</sup> Suff. Prob. Rec., L. 47, ff. 43, 417; L. 54, f. 387.

<sup>9</sup> *Ibid.*, L. 57, f. 252.

<sup>10</sup> Joseph Eustace, who died in 1690/91, joined the North Church March 24, 1689, and had his daughter Abigail baptized April 7, 1689. Sarah, wife of Jonathan Eustace, owned the covenant June 23, 1706, and had three children, Jonathan, Sarah, and Mary, baptized; William Eustace owned the covenant November 1, 1713, and had four sons baptized, Joseph, Thomas, Nathaniel, and Samuel, also two daughters, Mary and Ruth.

<sup>11</sup> See also Suff. Deeds, L. 33, f. 16, where it is said that Sarah Eustace was 52 years old in 1718, June 18.

Mather to Sarah Scollay November 16, 1699; he died, the grave-stone at Revere states, September 3, 1738, in the sixty-third year of his age.

Of the sons of William (2) Eustace and Sarah Cutler, two, William and Thomas, lie buried at Revere. Thomas was the first of his family to join the church at Rumney Marsh (Jan. 21, 1727/8), and his children were baptized there. He married, May 12, 1730, Abigail, daughter of Deacon John Chamberlain by his wife Hannah. The widow Abigail Eustace and her son William (4) Eustace left the farm April 19, 1775, and were living in Charlton, Worcester County, in 1785. On the same day their neighbor Jonathan Green by command, he said, of the Council of Safety removed his stock from Chelsea and took it to Reading. This was in order to cut off supplies from the British fleet in Boston harbor. Eustace was a tenant merely, and his removal was permanent. When in 1757 a part of the so-called Country Gore was annexed to the district of Charlton, Samuel and Nathaniel Eustis were among its inhabitants.<sup>12</sup> Thomas (3) Eustace of Winnisimmet had two younger brothers of that name, and according to his inventory, dated November 27, 1752, he possessed 88 acres "in a place called the Country Gore."<sup>13</sup> Thomas and Abigail Eustace had two sons, Thomas and Chamberlain, who were settled in Rutland, Massachusetts, at the outbreak of the War of the Revolution. The first married a daughter of Dr. Wheat of Newton; the second a daughter of Rev. Joseph Buckminster.<sup>14</sup> Two daughters lived at Rumney Marsh, Mary, who married William Harris March 29, 1774, and Abigail, who married Joshua Cheever May 8, 1765. Finally William Eustace returned to Chelsea, was tenant of the Yeamans farm when the direct tax was assessed in 1798, and died in 1818. The widow Abigail Eustace died in 1798. Both lie buried at Revere.

When William Eustace left the farm it was owned by the descendants of the Robert Thompson who bought it in 1686. Their agents in America for renting it had been Thomas Cushing until his death in 1746; then Secretary (later Lt.-Gov.) Andrew Oliver till his death in 1774; after that apparently Thomas Hutchinson. Owned by an Englishman, whose agent was an emigrant loyalist, the town of Chelsea took possession, rented it, and finally claimed title thereto under Governor Bellingham's

<sup>12</sup> D. H. Hurd, *Hist. of Worcester County*. Some 70 years before a Robert Thompson, possibly the proprietor of the Winnisimmet farm, owned 6000 acres there.

<sup>13</sup> *Suff. Prob. Rec.*, L. 47, f. 417.

<sup>14</sup> Jonas Reed, *Hist. of Rutland*, 127.

will, as the later chapters will show. From 1776 to 1779 Joseph Oliver and Ezra Brintnall were the town's tenants. After April 1, 1779, Rev. Phillips Payson accepted the farm in lieu of a portion of his salary. May 14, 1781, he informed the selectmen that he had brought from Abington the widow Rebeckah Payne (aged about 40) with six children, and put them in the house on this farm. January 8, 1782, the selectmen warned them to depart, but the constable reported, "cant due nothing"; and entered a caution with the clerk of the County Court. September 21, 1787, Colonel Thomas Dawes as agent for Robert Thompson of Elsham, England, received formal possession of the farm. Josiah Batchelder was mentioned as the tenant in 1793.<sup>15</sup> The house standing on the farm in 1798 covered 1230 feet, was of two stories, with nineteen windows, was "Verry Old," and with an acre of land was valued at \$660. There were two barns, 60 × 30 and 40 × 27, and a corn barn 15 × 15. Josiah Batchelder was the tenant.]

<sup>15</sup> Suff. Deeds, L. 175, f. 245. Feb. 16, 1789, the selectmen of Chelsea gave the constable a warrant to warn out of town Captain Josiah Bachelor, his wife, Sarah, and their children, Nancy, Richard, Dolly, Josiah, Sarah, and Moses. They came from Kingston, N. H. Selectmen's Records, i. 200, 203.

## APPENDIX 8

[MRS. ANNE GREAVES died intestate in 1738. By the indenture of June 21, 1728, two-thirds of the farm was confirmed to Thomas Greaves, who survived her, and one-third passed at his death to her heirs, her brother, William Antram, and her sister, the wife of John Channing and great-grandmother of William Ellery Channing. Thomas Greaves died June 19, 1747, leaving his two-thirds of the farm, with other property, to his two daughters, Katharine, wife of James Russell of Charlestown, and Margaret, wife of Captain Samuel Cary.<sup>1</sup> The heirs of Mrs. Anne Greaves retained their interest in the farm at Chelsea until 1763, when they sold their rights to James Russell and Samuel Cary. Benjamin Cushing of Providence, who had married Elizabeth Antram in 1734, with his son Benjamin and his daughter Ann, sold one-tenth of one-third; Darius Sessions, who married Sarah Antram in 1750, his wife Sarah and Mary Antram, spinster, all of Providence, sold four-tenths of one-third. William Antram of Providence, merchant, had previously given his sister Mary a deed of gift of his two-tenths share. Eleazer Trevett of Newport, merchant, with his wife Sarah and Ann Channing, spinster, sold the remaining one-half of Mrs. Greaves' third of the farm. John Channing of Newport, merchant, had executed a deed of gift to his two sisters, Mary and Ann, in 1746.<sup>2</sup> The consideration for the third of the farm was about £438.

Several acres adjoining the mill dam had a separate history. When a grist mill was built on Mill River the southern end of the dam touched this farm, and Thomas Greaves became owner of a half interest. March 6, 1737/8, title to this, a "Small Dwelling house," and a portion of the farm adjoining the house and mill pond, was conveyed by Thomas and Ann Greaves to Dr. Philip Thompson, who on the following day conveyed the same to Thomas Greaves, the consideration being the same in each conveyance, — £1000. Thus Mrs. Ann Greaves debarred her heirs from inheriting her thirds in this property, which descended to his daughters. In 1737/8 the house and mill were in the occupation of Joseph

<sup>1</sup> Middlesex Prob. Files, 6738.

<sup>2</sup> Suff. Deeds, L. 101, ff. 11-17.

Gould, the land in that of Stephen Kent. It was bounded south-east by the river, south by a small creek; and from the head of said creek by a straight line up to the mowing land; then south by the stone wall of the mowing land to the northwest corner of that wall; then by a straight line running northeast across the mill pond; north by the mill pond and creek; east by the river. Forty acres were contained within these limits according to the record in the Suffolk Registry. Yet in a conveyance dated September 14, 1749, the land, described as above, was stated to contain 80 acres; and the remainder of the farm about 300 acres.<sup>3</sup> As the heirs of Mrs. Ann Greaves quitclaimed all rights under the indenture of June 21, 1728, James Russell and Samuel Cary held in 1763 title to the whole farm, for the conveyances of 1749 above cited had vested title to the property in James Russell and Samuel Cary instead of in their wives.<sup>4</sup>

October 26, 1765, James Russell and his wife Katharine conveyed to Samuel Cary for £591 an undivided half of the entire farm, which is there described as containing three hundred sixty-four acres, with dwelling-houses, barns, etc. The farm was said to be in the occupation of Samuel Sprague and John Oldham. Mention was made in an earlier deed of "a messuage on said land near the mills."<sup>5</sup> This house, occupied by Joseph Gould in 1737/8 and 1749, presumably was the one occupied by Oldham in 1765. James and Katharine Russell retained their right to one-fourth of the grist mill and dam.<sup>6</sup> Thus in 1765, three years after his wife's death, Samuel Cary was sole owner of the whole farm and of one-fourth of the mill.

Four years later, December 4, 1769, Captain Samuel Cary died at Chelsea. His will, dated November 14, 1763, was probated December 29, 1769. After the gift of a house in Boston to his eldest son, Samuel, he left the remainder of his estate, including this farm, to his three sons, Samuel, born September 20, 1742, then in business at St. Kitts, Grenada; Thomas, born October, 1745, a minister at Newburyport; and Jonathan, born October 21, 1749.<sup>7</sup> Jonathan Cary went to sea, became a captain, and died without heirs. November 12, 1770, Samuel Cary of the Island of Grenada, planter, now in Boston, mortgaged to Thomas Cary of Newburyport one-third of the farm for £500.<sup>8</sup> September 13,

<sup>3</sup> Suff. Deeds, L. 67, ff. 76-78; L. 105, ff. 66-72.

<sup>4</sup> *Ibid.*; also L. 78, f. 235.

<sup>5</sup> *Ibid.*, L. 78, f. 235; L. 105, ff. 66, 68, 71, 72.

<sup>6</sup> *Ibid.*, L. 107, f. 52; L. 110, f. 23.

<sup>7</sup> Suff. Prob. Rec., L. 68, f. 437.

<sup>8</sup> Suff. Deeds, L. 118, f. 153; released September 14, 1784.

1784, Thomas Cary of Newburyport, clerk, sold to Samuel Cary of the Island of Grenada for £750 an undivided moiety of the farm and one-eighth of the gristmill; and on the same day Samuel Cary and his wife Sarah mortgaged the entire farm and one-fourth of the mill to Thomas Cary for £1350.<sup>9</sup> September 18, 1795, Samuel Cary, of Chelsea, conveyed this farm, 365 acres with the mansion house and other buildings, to William Tudor and John Codman in trust for the use of "Sarah Cary, wife of Samuel Cary for and during the term of her Natural Life," then to the use of the children of the said Sarah by the said Samuel.<sup>10</sup> No mention was made of the mill rights. In the direct tax of 1798 the mansion house with an acre of land was assessed at \$1100. It was of two stories with 31 windows. It covered 1596 feet; the wood house covered 450 feet, and a chaise house, 288 feet. The outhousing consisted of two barns, 40 × 30 and 30 × 18, a stable and tool-house, 40 × 12, an open shed 36 × 12, and a corn barn 16 × 12. These with 362 acres were assessed for \$6502.50. A house of one story, 28 × 13, occupied by John Low, the tenant farmer, with an acre of land was valued at \$60.

February 2, 1851, Henry Cary, Anne M. Cary, Harriet Cary, Thomas G. Cary, George B. Cary, Robert H. Cary, and Wm. T. Cary, seven of the surviving children of Samuel and Sarah Cary, each possessing one-tenth of the estate, and the four surviving children of Sarah Tuckerman, wife of Rev. Joseph Tuckerman and daughter of said Samuel and Sarah, conveyed their interests in the Cary farm to Charles S. Cary for \$120,000.<sup>11</sup> He acquired another tenth from the assignees of Margaret Cary.<sup>12</sup> September 1, 1851, Charles S. Cary of Chelsea conveyed the farm to Joseph W. Clark, the consideration being \$150,000. May 1, 1852, Joseph W. Clark of Dedham conveyed the same to The Cary Improvement Co.<sup>13</sup> Charles S. Cary, Ann M. Cary, and Harriet Cary retained the mansion house and 38,164 square feet of land. The house is still standing (1906).<sup>14</sup> So far as the records show the lands of the Cary Improvement Company in 1852 were identical with the farm set off to Thomas and Ann Greaves in 1728, notwithstanding the fact that in 1765 the farm was estimated to contain 365 acres, in 1728, 300 acres.

No mill rights were conveyed to The Cary Improvement Com-

<sup>9</sup> Suff. Deeds, L. 145, ff. 12, 20; released February 9, 1811.

<sup>10</sup> *Ibid.*, L. 181, f. 181.

<sup>11</sup> *Ibid.*, L. 625, f. 177.

<sup>12</sup> *Ibid.*, f. 179; see also L. 596, ff. 121-126; L. 617, ff. 284, 285.

<sup>13</sup> *Ibid.*, L. 625, f. 180; L. 632, f. 198.

<sup>14</sup> *Ibid.*, L. 642, ff. 88, 89. Plan by H. H. Wilson.

pany. A few words as to their history follow. Mill rights in Chelsea date apparently from May 5, 1722.<sup>15</sup> In 1735 there were two grist mills on the Mill River,<sup>16</sup> full ownership of which became vested in Thomas Greaves and Hon. Samuel Watts, in the latter apparently by purchase from Thomas and Samuel Pratt, sons of Thomas Pratt of the Way-Ireland farm, who died in 1732. At the death of Hon. Samuel Watts, in 1770, the mills were in the improvement of Thomas Pratt, under the supervision of Hon. Samuel Watts, as the administrator charged "to one Day with m<sup>r</sup>. Russell & M<sup>r</sup>. Cary to Inquire after m<sup>r</sup>. Pratt's manner of Improving Chelsea Mills I finding no Contract between Major Watts & said pratt."<sup>17</sup> At this time one-half of the mills belonged to the estate of Hon. Samuel Watts, one-fourth to the heirs of Samuel Cary, and one-fourth to James Russell. For £13 6s. 8d. paid October 7, 1769, and a like sum payable yearly for eleven years with interest thereon, James Russell of Lincoln sold one-fourth of the mills to Jonathan Williams of Chelsea, the final conveyance being signed and acknowledged December 1, 1780.<sup>18</sup> August 21, 1781, Jonathan Williams of Chelsea with his wife Lydia conveyed the same for £26 12s. 4d. in specie to her father, Samuel Sprague, tenant of the Cary farm.<sup>19</sup> In the meantime, on May 27, 1780, James Stowers, son-in-law of Samuel Sprague, had acquired the half of the mills formerly owned by Samuel Watts.<sup>20</sup> Samuel Cary and his brother owned one-fourth. June 27, 1793, James Stowers with his wife Sarah conveyed one-half of the mills to Samuel Cary for £52 8s. 2d., and one-fourth to Joshua Cheever for £27 11s. 8d.<sup>21</sup> Apparently the mills were standing at that date, but were destroyed before 1795. In February, 1795, Samuel Cary and the owners of the Pratt and Cheever farms petitioned the General Court to be incorporated for the purpose of building a dyke across the Mill River. They recite that "they are the Owners of upwards of Seventy Acres of Salt Marsh . . . at the End of a Creek whereon a Grist Mill formerly stood, which Land as it is now subjected to the Effects of the Tide is of very little Value, but if secured against the Salt Water by a strong

<sup>15</sup> Boston Rec. Com. Rep., viii. 165; also Chelsea Town Records, May 18, 1763.

<sup>16</sup> Chamberlain MSS., i. 139.

<sup>17</sup> *Ibid.*, ii. 87.

<sup>18</sup> Suff. Deeds, L. 176, f. 243.

<sup>19</sup> *Ibid.*, L. 135, f. 99.

<sup>20</sup> *Ibid.*, L. 135, ff. 96-98.

<sup>21</sup> *Ibid.*, L. 176, ff. 244, 245. See also L. 136, f. 198 for a conveyance to John Buckman and Thomas Lock.

Dike would be made a valuable Property to your Petitioners, while it added a large Parcel of Grass Land to a Town the smallest in the County."<sup>22</sup> The petition was granted and the dyke was constructed.

April 29, 1819, Sarah Cary of Chelsea, widow, quitclaimed to the Town of Chelsea for \$412 her right to erect a mill or mills on Mill River "on a dam of such height as will keep said river filled with Water, without overflowing the Marsh above said Dam." She gave a warranty against all claiming under her or her husband, Samuel Cary, deceased.<sup>23</sup> March 28, 1822, the heirs of Joshua Cheever conveyed to the Town of Chelsea for \$137.50 their right "to the old mill site" and to one-fourth of the mill rights.<sup>24</sup>]

<sup>22</sup> Mass. Archives, papers filed with chap. 71, acts of 1797. The petitioners were Samuel Cary, Joshua Cheever, Edward Pratt, Caleb Pratt, Caleb Pratt, Jr., for Samuel H. Pratt, Samuel Pratt, and Joseph Cheever.

<sup>23</sup> Suff. Deeds, L. 264, f. 172.

<sup>24</sup> *Ibid.*, L. 281, f. 243.



## APPENDIX 9

[STEPHEN KENT may have been the immediate successor of Samuel Watts on the Townsend-Cary farm, for he was fence-viewer at Rumney Marsh in 1734 and constable in 1736. Presumably he was a brother of Benjamin Kent, who married Elizabeth, daughter of Samuel Watts, and a son of Joseph Kent, of Charlestown, and was born June 14, 1706.<sup>1</sup> Feb. 4, 1735/6, he married Elizabeth Hasey, daughter of Deacon Jacob and Abigail Hasey of Rumney Marsh.<sup>2</sup> The following children appear on the Boston and Chelsea records:

Elizabeth, b. March 20, bapt. March 21, 1736/7; Abigail, b. Nov. 12, 1738; Stephen, b. 1740—the 27th day—4th month, bapt. May 4, 1740; Jacob, b. 1741-12-1; d. 1741-17-6 [*sic*], was bapt. Jan. 17, 1741/2, at Chelsea, and according to the gravestone at Revere d. June 17, 1742, aged 5 months 5 days; Rebecca, b. and d. 1743-26-3; Benjamin, b. 1744-22-4, bapt. April 29, 1744, d. March 3, 1747/8, aged 4 years (gravestone); Charriessa, b. 1746-10-7; bapt. July 13, 1746; d. Feb. 28, 1747/8, aged 19 months and 20 days; Carissa, b. 1748-12-3; Sibel, b. 1750-24-1.

Stephen Kent left the farm before 1757, as Samuel Sprague was then mentioned as the tenant. April 2, 1754, the marriage intention of Elizabeth Kent with Ebenezer Bootman of Marblehead was recorded at Chelsea. As the youngest daughter of Samuel Sprague, Rachel, born September 19, 1756, is the first recorded on the Chelsea Town Records, it is perhaps reasonable to assume that Stephen Kent left the farm between April 2, 1754, and September 19, 1756. In 1760 the family was living in Roxbury, whence Stephen Kent was summoned to give evidence in a suit brought by the widow Abigail Hasey against Elisha Tuttle of Rumney Marsh. Elizabeth Kent also gave evidence in the case.<sup>3</sup>

Samuel Sprague was the son of Phineas and Elizabeth Sprague of Malden, and married first January 11, 1736/7, Martha Hills. She died September 13, 1750. October 9, 1752, the intention of marriage of Samuel Sprague of Malden and Rachel Floyd was recorded at Chelsea. She was a daughter of John Floyd.<sup>4</sup>

<sup>1</sup> Wyman. See also L. Vernon Briggs, *Kent Genealogy*.

<sup>2</sup> Boston Records; Suff. Prob. Rec., L. 48, f. 172.

<sup>3</sup> Court Files, Inf. Court of Common Pleas, January term, 1760.

<sup>4</sup> *Supra*, p. 190.

Captain Samuel Sprague was influential in the town, and was especially prominent during the War of the Revolution, as will be related elsewhere. At the time of his death he was tenant of the Cary farm, and also owned two farms in what is now Revere, one purchased of Azor Orne, the other of Daniel Tuttle; each was described as having a house, a barn, and 32 acres of land.<sup>5</sup> He also possessed 46 acres of woodland in Malden and Lynn. He owned the following stock, two pair of oxen, one pair of steers, 95 sheep and lambs, 15 cattle, a horse and colt, 11 hogs and pigs.<sup>6</sup> Two items in the accounts settling this estate are confirmatory of Captain Sprague's tenancy of the Cary farm. Two horses were claimed by the agent of Mr. Cary. The widow's goods were removed three miles to the house of which she was given by will a life lease, that bought of Daniel Tuttle. Samuel A. Otis was Mr. Cary's agent.<sup>7</sup> By will Samuel Sprague provided that two negroes, Cæsar and Peg, the latter supposed to be eighty years old in 1784, and blind, should be supported out of the estate for life. Presumably Cæsar, who died December 17, 1803, "supposed to be near" 100, was the former.<sup>8</sup> It is interesting to compare the minute provision for the widow made in Captain Sprague's will,<sup>9</sup> with that for the wives of Thomas Cheever, Hugh Floyd, and Thomas Pratt some fifty years earlier. She was to have the use of the house which he bought of Daniel Tuttle, according to the inventory the more valuable of the two houses, as long as she remained a widow. It was to be kept in repair for her. She was given one-third of the household goods and an annuity of £4 in silver money. Two cows were to be kept for her. She was to have the use of a horse. Also there was to be delivered at her house each year 12 bushels of Indian corn, four of rice, two of malt; 70 pounds of well fattened pork, 90 pounds of good beef, 6 bushels of potatoes, 8 pounds of good wool, 20 of good flax; 2 barrels of cider, apples from the orchard, and 6 cords of hard wood. She was to have the use of a small garden two rods square near the house. She died in June, 1786, aged seventy-three. After making this provision for his wife Captain Sprague left his estate to his seven daughters, or in case of their death to their children. He appointed as executors his sons-in-law Joseph Green and James Stower of Chelsea. His only son,

<sup>5</sup> *Supra*, pp. 213, 215.

<sup>6</sup> Suff. Prob. Rec., L. 83, f. 246.

<sup>7</sup> *Ibid.*, L. 85, ff. 118-120. See *Cary Letters*, 69.

<sup>8</sup> Church records of deaths.

<sup>9</sup> Suff. Prob. Rec., L. 82, f. 307.

Samuel, had died September 4, 1768, in the 23d year of his age. His daughters were: Martha, whose intention of marriage with Joseph Green of Stoneham, later of Chelsea,<sup>10</sup> was filed at Chelsea July 25, 1757; Elizabeth, whose intention of marriage with Joseph Pratt of Malden was filed July 9, 1757; Mary married Caleb Pratt May 26, 1762; Sarah m. James Stowers Jan. 3, 1765, died Sept., 1796, aged 53; Lydia m. Jonathan Williams Sept. 12, 1771; Lois m. Isaac Green of Reading, Feb. 13, 1772, died before her father; Rachel m. Jonathan Hawks May 20, 1776, died in June, 1782, aged 26. The births of Martha, Elizabeth, Lydia, and Lois were recorded at Malden.

Captain Sprague had a sister Lydia, who died unmarried in 1777, aged 69, and was buried in the old burial-ground in what is now Revere. By will dated in 1777 she made a very minute and interesting division of her wardrobe among her brother's daughters and her two sisters, Lois Green and Mary Lynde.<sup>11</sup>

When Samuel Cary and his wife returned from Grenada in 1791 a Mr. Low and his family were tenants of the farm, and occupied a part of the mansion house.<sup>12</sup> Doubtless this was Samuel Low, as he was taxed in January, 1791, for the building of the new schoolhouse in that neighborhood.<sup>13</sup> In 1794 Samuel Cary was directing in person the workmen on the farm.<sup>14</sup> In November, 1796, on account of the insurrection in the West Indies, by which he lost heavily, he left Chelsea to attend to his estates in the islands. Although he left memoranda and full power with his wife for the management of the farm, a Mr. Low is again mentioned in connection therewith.<sup>15</sup> John Low occupied a cottage on the farm in 1798. In January, 1801, Mr. Low had recently "taken the farm at halves" and was occupying a part of the mansion house.<sup>16</sup> This was John Low, Jr. (son of John and Abigail Low), who married Charlotte Sandbach May 20, 1798. Charlotte Sandbach joined the church at Chelsea July 27, 1794; apparently she came from the West Indies with Mrs. Cary.<sup>17</sup> John Low, Jr., joined the Chelsea Church June 30, 1799, and on the same day their first-born, John, was baptized. They were probably "the little cottager with his father and mother"

<sup>10</sup> *Supra*, p. 246.

<sup>11</sup> Suff. Prob. Rec., L. 76, f. 297.

<sup>12</sup> Cary Letters, 90.

<sup>13</sup> Chamberlain MSS., vii. 137; *supra*, p. 240.

<sup>14</sup> Cary Letters, 110.

<sup>15</sup> *Ibid.*, 121, 123, 134-136.

<sup>16</sup> *Ibid.*, 164.

<sup>17</sup> *Ibid.*, 125, 133, 155, 164, etc.

to whom Lucius Cary sent his regards in a letter dated July 14, 1799.<sup>18</sup> Nov. 9, 1800, a child, Margaret, was baptized; Sept. 7, 1802, Charlotte, who died Nov. 13, aged 11 weeks; Oct. 28, 1803, Abigail; May 26, 1805, William Ratchford; Oct. 30, 1814, Sarah, Charlotte, Nathaniel, and Nancy. Nov. 8, 1825, Mrs. Charlotte Low, wife of John Low, died, aged 53 years.<sup>19</sup> They left the farm in 1802.]

<sup>18</sup> Cary Letters, 152.

<sup>19</sup> Church records; gravestones at Revere.

## APPENDIX 10

JANUARY 9, 1666/7, Richard Bellingham and Penelope his wife leased to John Senter, Sr., and Sarah his wife, and John Senter, Jr., the westerly end of Powder Horn Hill with the barns and out-houses then in the occupation of John Senter, Sr., bounded with Samuel Townsend's farm southerly; with the farm of Aaron Way and William Ireland easterly; with Daniel Whittamore's land [*i. e.*, Malden] northerly; and with Winnisimmet Farm [the Ferry farm] and the marsh of Richard Bellingham by the line "already Sett and bounded between them" westerly. Bellingham excepted all the wood and timber with the liberty to cut and carry away the same, allowing Senter sufficient for fences and other necessities. The consideration was £100; the lease was for their lives, from March 25, 1667, paying £10 "in merchantable pork, pease and barley in equal proportions at current Merchants price" before the 25th March in every year; if the farm did not produce the pay, what fell short "in other good pay." There was to be an allowance of 12 pence the rod for stone wall 4 feet high built on the premises. (Acknowledged June 13, 1695.<sup>1</sup>)

These are two of five similar receipts:<sup>2</sup>

"Rec<sup>d</sup>. of Jeremiah Belcher and Sarah his wife ten pounds in fifty bushells of Barley & it is for the rent of the Farm w<sup>ch</sup> nowe they live in 19. 1. 1667/68. Ri. Bellingham.

"Rec<sup>d</sup>. of Jeremiah Belcher and Sarah his wife ten pounds by 30 bush. of mault. by fenceinge 60 rodd w<sup>th</sup> a stone wall. by a fatt Hogge 17. 1. 68/69 Ri Bellingham."

Of date [March 25, 1672,] is seen this: "Whereas John Senter did owe to mee Richard Bellingham the sum of one hundred pounds for a fine to lessen the rent of his farme being now but ten pounds by the yeare, which before was twenty two pounds ten shillings rent by the yeare and since Sarah his wife married to Jeremiah Beleher, who hath paid since his mariage vnto mee Richard Bellingham an hundred pound, the time agreed vpon,

<sup>1</sup> Suff. Deeds, L. 17, f. 77; see also L. 21, f. 22.

<sup>2</sup> Chamberlain MSS., I. 7.

<sup>3</sup> Mass. Archives, C. 175.

which hundred pound J acknowledge my selfe to haue receiued: and thereof and of euery part & parcell thereof do acquit & discharge the said Jeremiah Belcher his heires executors and assignes, Dated the 25<sup>th</sup> of March 1672.

"This is a true Coppy of the receipt which Richard Bellingham gaue vnto Jeremiah Belcher Witnes Jonath : Negus"

The transaction was this: John Senter, Sr. (Center was a later spelling), was tenant of Governor Bellingham at £22 10s. yearly. In consideration of £100 the Governor reduced the rent to £10 and extended the tenancy for the lives of John Senter, his wife, and his son. Belcher married his widow, paid the fine of £100, as it was called, and was recognized as tenant.

When or where John Senter was born, or at what time he became tenant of the Carter farm, I have not found. The Boston records say: \* "Mary wife of John Center of Winnysimmet died July 25th," 1658. ["John Senter & Mary Muzzy" were married by Richard Bellingham, March 27, 1656.<sup>5</sup>] John Center was chosen constable for Rumney Marsh, March 11, 1666/7, and July 15 of the same year John Smith was chosen constable "in the rone of John Center deceased." These entries fix approximately the time of his death. By the recital above, it appears that, January 9, 1666/7, the Carter farm was in the occupation of "John Senter, Senr., and Sarah his wife, and John Senter, Jr.," from which it may be inferred that at some time after July 25, 1658, John Senter had a wife whose name was Sarah, and who as his widow became the wife of Jeremiah Belcher. Whether there were children of this second wife may be doubtful, though the records [of the First Church] say: April 22, 1666, "Sarah wife of John Centure" was baptized; and May 6, "John of John Centure's wife," and Elizabeth, of the same, were baptized.<sup>6</sup> By these dates it is possible to affiliate these children to John Center, Sr.; but as the name of the wife of John Center, Jr., was also Sarah, it is more probable that they were her children. [They were the children of John Center, Sr., *infra*, p. 380.] In the same records are the following entries: 1682, "John of John & Sarah Carter, born Aug. 8"; and "John of John & Sarah Center born Aug. 8"; 1684/5, "Jonathan of John & Mary Center born Feb. 8." \* 1687, "Ellener of John & Ruth Center born July 6." \* 1696

\* Boston Rec. Com. Rep., ix. 66.

\* *Ibid.*, 57.

\* *Ibid.*, 102.

\* *Ibid.*, 157.

\* *Ibid.*, 162.

\* *Ibid.*, 173.

(also 1697) Jeremiah of the same born Feb. 15.<sup>10</sup> [In 1682 and in 1706, the wife of John Center, second of the name, was Ruth.<sup>11</sup> Presumably the town clerk entered the wife's name incorrectly.]

John Senter, Jr., held many offices at Rumney Marsh between 1686 and 1715, after which the name disappears. In 1702 he is called John Senter, Sr. In the Revere churchyard is a stone with this inscription: "Here lyes ye body of Ensign John Center, aged 46 yrs. and 8 Mo. who departed this life December ye 31st. 1706." This is a curiously colored stone and elaborately carved. It bears traces of an inscription on its reverse, but it is entirely illegible. If the above figures are correctly read Ensign Center must have been born about 1660; but the entries of births show no John of that year.

In the list for 1692 at Rumney Marsh John Canter is rated by the Constable for 14s.; and in 1702 John Center is on the list for "three heads houses and lands at thirteen pound Rent a year two oxen six cows forty sheep one hors one Swin."<sup>12</sup>

[In the indenture between Richard Bellingham and John Center of January 9, 1666/7, cited above, the latter signed "in behalfe of his said Sonne John Senter Jun<sup>r</sup> being in his non age." In 1667 Sarah Senter was appointed administrator of the estate of her husband John Senter.<sup>13</sup> She was the daughter of Edward and Elizabeth Weeden of Rumney Marsh,<sup>14</sup> and granddaughter of Samuel Cole. By will the latter gave "to my grandchild Sarah Scenter a Coult wch is now in the possession of her Husband John Scenter."<sup>15</sup> April 10, 1682, Jeremiah Belcher of Winnisimmet and his wife Sarah, John Senter and his wife Ruth, and Elizabeth Senter conveyed to William Penney for £60 title to a house in Boston that Samuel Cole had conveyed to John Senter, Sr., in 1666.<sup>16</sup> February 22, 1685/6, Jeremiah Belcher asked the selectmen of Boston for an "abatem<sup>t</sup> of his last towne rate beinge 12<sup>s</sup>. vpon consideration that he hath maintained Eliz<sup>a</sup> Warren, Daughter of his wife & her Child some considerable time, & he promiseinge that y<sup>e</sup> Mother or Child should not be any future charge to y<sup>e</sup> towne, w<sup>ch</sup> was granted & agreed on."<sup>17</sup> Rev. Thomas

<sup>10</sup> Boston Rec. Com. Rep., ix. 226, 232.

<sup>11</sup> Suff. Deeds, L. 12, f. 178; Suff. Prob. Rec., L. 16, ff. 377, 378; *infra*, p. 382.

<sup>12</sup> Boston Rec. Com. Rep., x. 130, 143.

<sup>13</sup> Suff. Prob. Rec., L. 5, ff. 49, 54.

<sup>14</sup> Suff. Deeds, L. 8, f. 51.

<sup>15</sup> Suff. Prob. Rec., L. 1, f. 482.

<sup>16</sup> Suff. Deeds, L. 12, f. 178; L. 5, ff. 53-55.

<sup>17</sup> Boston Rec. Com. Rep., vii. 182.

Cheever married a Mrs. Elizabeth Warren, July 30, 1707. He married his son, Joshua Cheever, to a Sarah Warren, November 2, 1708. Presumably they were the daughter and granddaughter of John Senter, Sr. According to the Boston records, Sarah, daughter of Ephraim and Elizabeth Warren, was born August 10, 1685, and Sarah, wife of Joshua Cheever, died January 26, 1723/4, aged 37. According to the gravestone at Revere, Elizabeth, wife of Rev. Thomas Cheever, died May 10, 1727, aged 64.

Jeremiah Belcher was the son of Jeremiah Belcher<sup>18</sup> (presumably the Jeremy Belcher who, aged 22, came to Boston in 1635 on the same ship with Edward Weeden, aged 22, and settled in Ipswich, and whose son Samuel graduated from Harvard in 1659.) Jeremiah Belcher served as constable in 1672 and 1679, and as surveyor of roads in 1678, 1686, and 1687. In 1674 he was one of the smaller taxpayers at Rumney Marsh, also in 1676. In 1687 the property listed was equally divided between Jeremiah Belcher and his step-son, John Senter. Each had two pair of oxen, seven head of cattle, one hog, and ten sheep. Jeremiah Belcher had a horse and colt, and John Senter two horses. Each paid the same tax for land and housing. The following year Jeremiah Belcher was a tenant of Samuel Sewall on Hog Island.<sup>19</sup> October 1, 1697, Judge Sewall described in his diary an interesting visit made by himself and family to the farm there, including the bill of fare. In 1702 Jeremiah Belcher purchased a farm of 200 acres in the Chelsea Pan-handle, apparently for the benefit of his three sons, Joseph, Edward, and Ebenezer, who were in possession thereof in 1708.<sup>20</sup> His wife Sarah died January 20, 1716/17. He died February 6, 1722/3, aged 81 years 6 months.<sup>21</sup> Their children as recorded at Boston were:

Jeremiah, b. Oct. 31, 1668; bapt. in the First Church on the 28th day of the 12th month (Feb. 28, 1668/9).

Edward, b. Feb. 14, 1669/70.

Sarah, b. Feb. 23, 1671/2. April 14, 1672, "a child of sister Belshur

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<sup>18</sup> In June, 1722, Jeremiah Belcher of Boston petitioned the General Court that a grant of 300 acres made to his father, Jeremiah Belcher, May 11, 1659, be laid out by metes and bounds. November 17 the petition was granted. December 21 Jeremiah Belcher executed a deed of gift to his son, Joseph, who sold the same to Elisha Cooke, January 4, 1723/4. Province Laws, x. (Resolves, 1720-1725), 220; Suff. Deeds, L. 37, ff. 152, 153.

<sup>19</sup> Boston Rec. Com. Rep., I. 145.

<sup>20</sup> Suff. Deeds, L. 21, ff. 1-3, 50; L. 24, ff. 106, 167; also *supra*, p. 281.

<sup>21</sup> Boston record of deaths (MSS.); gravestone at Revere. According to the Boston records he died January 6, 1722/3, aged 81.



of Rumney Marsh or Wenysement" was baptized. Presumably she was married to Abner Dole of Newbury Jan. 5, 1698/9, by Rev. Thomas Cheever.

Nathaniel, b. Oct. 27, 1673.

Joseph, bapt. June 6, 1675; m. Jan. 7, 1697/8, Hannah, daughter of Jonathan Bill of Pullen Point;<sup>25</sup> d. Nov. 15, 1739, aged 64.<sup>26</sup>

Rebecca, b. April 11, 1677; d. April 21, 1690.

Ebenezer, b. Feb. 21, 1678/9.

John (2) Center remained on the farm at Winnisimmet after his stepfather, Jeremiah Belcher, moved to Hogg Island. He served as constable in 1686 and 1703, and as surveyor of highways in 1691, 1692, and 1704. He died in 1706.<sup>24</sup> His widow Ruth was married to Joseph Wright by Rev. Cotton Mather, Feb. 9, 1707/8, and died Feb. 18, 1717, aged 60.<sup>25</sup> Feb. 7, 1691/2, Ruth, wife of John (2) Center, joined the North Church in Boston. Its pastor baptized the following children: Ruth, May 15, 1692; Sarah, July 20, 1695; Jeremiah, June 20, 1697. Eight children shared in the distribution of the estate of Ensign John Center, John, the eldest, Jonathan, the second son, Elizabeth (married presumably to Jacob Wright by Rev. Cotton Mather, December 24, 1708), Elinor, Mehetabel (married presumably to John Bailey by Rev. Thomas Cheever, August 31, 1714), Ruth (married possibly Joseph Burn in 1726),<sup>26</sup> Sarah, and Jeremiah.<sup>27</sup> The widow Ruth and the son John were appointed administrators.<sup>28</sup>

John (3) Center, son of John and Ruth Center, married Ruth Wright of Woburn about 1708.<sup>29</sup> The following children of John and Ruth Center were recorded at Boston: Ruth, Jan. 19, 1710/11; John, Feb. 25, 1712/13; Joseph, Aug. 5, 1715; Samuel and Solomon, twins, Dec. 29, 1717. He held minor town offices in 1713 and 1715, and is mentioned as tenant of the farm in May, 1716.<sup>30</sup> The lease from Governor Bellingham lapsed on the death of his grandmother, Sarah Belcher, January 20, 1716/17. Presumably he was the John Center who, according to Wyman, came to Charlestown from Biddeford in 1726, bringing with him four sons, John, Samuel, Solomon, and Joseph. John Whittemore was mentioned as tenant in June, 1728.<sup>31</sup> As John Whittemore, Jr.,

<sup>24</sup> Sewall, Diary, i. 475, March 23, 1697/8.

<sup>25</sup> Gravestone at Revere. For his son Joseph, see *supra*, p. 265.

<sup>26</sup> *Supra*, p. 380.

<sup>27</sup> Savage, Gen. Dict., 350.

<sup>28</sup> Boston Rec. Com. Rep., xxviii. 162.

<sup>29</sup> See *supra*, p. 379, for the record of births.

<sup>30</sup> Suff. Prob. Rec., L. 16, ff. 230, 231.

<sup>31</sup> Intention filed at Boston December 2, 1708. Rec. Com. Rep., xxviii. 31.

<sup>32</sup> Suff. Deeds, L. 30, f. 161.

<sup>33</sup> *Ibid.*, L. 42, ff. 215, 216.

he was an officer in the district in 1722 and 1723, and was constable in 1724. The following inventories and accounts illustrate life on a Winnisimmet farm in the seventeenth century.

July the : 18<sup>th</sup> 1667.

AN INVENTORY<sup>22</sup> OF THE ESTATE OF JOHN SCENTER DECEASED TAKEN BY  
VS WHOSE NAMES ARE SUBSCRIBED:

	li : s : d
Jmpry 12 swine & 2 small piggs . . . . .	012 : 03 : 00
Jt : 32 : sheepe & Lambs 12 <sup>li</sup> 16s, 11 : Cows 40 <sup>li</sup> , 1 Bull 2 10 . . . . .	055 : 06 : 00
Jt : 2 yearling bullocks & 2 heifers 6 <sup>li</sup> 10s, 2 : oxen 12 <sup>li</sup> . .	018 : 10 : 00
Jt : 2 : oxen & a Cow 16 <sup>li</sup> , a horse 6 <sup>li</sup> , a mare 4 <sup>li</sup> . . . .	025 : 00 : —
Jt : a featherbed bolster 2 pillowes, & pillowbers, 2 ruggs a bedsted Curtaines & uallance . . . . .	011 : 00 : —
Jt : wearing cloathes hatt bootes shoes gloves & chest . . .	005 : 00 : —
Jt : 2 old ruggs an old feather bolster 3 quishions . . . .	000 : 12 : —
Jt : a fann 6s, Cotton & linnen yarne 18s, sole leather 12s .	001 : 16 : —
Jt : a chest 4s, a parcell of books 2 <sup>li</sup> . . . . .	002 : 04 : —
Jt : 4 shirts 2 hands 2 Caps & a pare of drawers . . . .	001 : 10 : —
Jt : 3 : pare of sheets & a pare of pillowbers . . . . .	002 : 00 : —
Jt : 4 : Table napkins & 11 : Course towells . . . . .	000 : 12 : —
Jt : 16 : peeces of pewter & 2 Earthen dishes . . . . .	001 : 10 : —
Jt : a smoothing iron grater & stone jugg . . . . .	000 : 04 : —
Jt : an howre glass . . . . .	000 : 00 : 06
Jt : a Cubbert a table 2 joynt stooles & 4 chayres . . . .	000 : 15 : —
Jt : a lanthorne . . . . .	000 : 03 : —
Jt : a trunck bedsted bed, 3 pillowes an old blanket & rugg Jt : a musquet & sword 1 <sup>li</sup> 10s, a match-lock musquett & sword 10s . . . . .	001 : 05 : — 002 : 00 : —
Jt : 2 iron potts an iron skillet a frying pann, a pr of pot- hooks 2 trammells, a spitt a pr of tonges a flesh fork .	001 : 12 : —
Jt : a brass kettle 3 <sup>li</sup> , a small kettle & warming pann 1 <sup>li</sup> 8s	004 : 08 : —
Jt : a scummer & little skillet . . . . .	000 : 03 : —
Jt : a brass pann a tunnell & plate pann . . . . .	001 : 05 : —
Jt : 2 wheelles 8s, 2 beere uessells 3s . . . . .	000 : 11 : —
Jt : a churne milke uessells pailles & other wooden ware . .	002 : 00 : —
Jt : a siluer spoone & an old whissell . . . . .	000 : 10 : —
Jt : 7 spookes [spoons?] 2 glass bottles & a peper box . .	000 : 04 : —
Jt : a saddle & hridle . . . . .	000 : 10 : —
Jt : 5 : iron wedges 2 pickaxes & an iron Crow . . . .	001 : 00 : —
Jt : 3. pare of fetters 10s, 3 plow chaines 1 <sup>li</sup> 4s . . . .	001 : 14 : —
Jt : an old plow shaire Coulter & other old iron . . . .	000 : 08 : —
Jt : 3 : Augers a hammer chissell drawing knife a wimble perser, a handsaw : 5 old Axes & 5 howes . . . . .	000 : 10 : —
Jt : one pitchforke & 2 rakes 5s, a plow & jrons 10s . . .	000 : 15 : —
Jt : a Cart wheelles 4 wheelle boards, 13 yokes cleuis & Cart- rope . . . . .	003 : 00 : —
Jt : a looking glass 1s, a fowling peece 2 <sup>li</sup> , a stone, Cart & sled . . . . .	003 : 06 : —

<sup>22</sup> Suff. Prob. Rec., L. 5, f. 49.

Jt : 2 : yards $\frac{3}{4}$ : of kersey & a Card of buttons . . . . .	001 : 00 : —
Jt : 2 Calves 1 <sup>ll</sup> , 2 scithes & sneds 10 <sup>s</sup> , a pare of Cards 2 <sup>s</sup> . . . . .	001 : 12 : 00
Jt : 8 : head of yong Cattle at Willis his Hill . . . . .	024 : 00 : 00
Jt : Corne standing in the feild with hemp & flax . . . . .	030 : 00 : 00
Jt : a seruant 3 yeares yet to serue . . . . .	006 : 00 : 00
Jt : a house & Land at Boston . . . . .	050 : 00 : 00
Jt : in woole 3 <sup>ll</sup> , a parcell of bees 1 <sup>ll</sup> . . . . .	004 : 00 : 00
	<hr/> 279 : 18 : 06

The interest in that Tennement web lyeth at powder horne hill for the tearme of two liues vizt Sarah Scenter & her sonn John Scenter as hy the lease Appareth . . . 150 : 00 : 00

Elias Maurerick Augst the First : 1667  
 Samuell Daues Sarah Senter deposed that this is a true Jnnen-  
 Aaron Oo Way tory of hir late husband John Scenters Estate  
 William Ireland to her best knowledge that when shee knowes  
 more shee will discouer it

Edw : Rawson Records

AN INVENTORY<sup>ss</sup> OF THE ESTATE OF JOHN CENTER SEN<sup>r</sup> LATE OF WIN-  
 NISIMITT DECE<sup>d</sup> APPREIZED BY JONATHAN BILL, JEE BELCHER AND  
 PHINEAS UPHAM. — VIZT —

Impr <sup>ss</sup> To Wearing Apparel . . . . .	£ 14 " 8 " —
To Beds, Bedstedes, Beding &c . . . . .	33 " 7 " —
To Buckles & Chains, Plate . . . . .	1 " 3 " 7
To a Gun, sword, Cartouch box and belt . . . . .	2 " 12 " —
To Drum Drum sticks &c . . . . .	1 " 16 " —
To 2 hatts & a pr of Bootes . . . . .	1 " — " —
To 3 old Chests 8/. 14! Cotton & a pr of Cards 22/ . . . . .	1 " 10 " —
Hushandry and Carpentry Tools, Cart &c. . . . .	12 " 10 " —
Pewter 41/. Brass 46/. Iron and Tin Ware 40/. . . . .	8 " 8 " —
Bed & Table Linnen & 3 Single Blanketts . . . . .	6 " 19 " —
Wooden Ware & Doz. Glass Bottles . . . . .	2 " 4 " —
Tables & a Chest 16/. Punch Bowle, scales & Weights 14/ Chairs 30/. A Negro boy 21! Books 14/. Cash 26! . . . . .	1 " 18 " —
Cattle, horses, Oxen, Cows, steers, hoggs & Sheep &c . . . . .	49 " 4 " —
Horse Tackle and Furniture . . . . .	86 " 6 " —
Boat with 2 Roads & Anchors . . . . .	.3 " 2 " —
Sheeps Wool, Cotten, Cards, Sole Leather & Baggy . . . . .	.9 " 6 " —
	.4 " 19 " —

Signd £ 239 " 13 " 7

Barley, flax & a Grindston Ruth O Center.  
 not Apprized. John Center

Suffolk ss./.

THE ACCOMPT<sup>ss</sup> OF RUTH CENTER WIDOW & JOHN CENTER SON, & ADMIN<sup>rs</sup>  
 OF THE ESTATE OF JOHN CENTER LATE OF WINNISIMETT HOUSE-  
 WRIGHT DECE<sup>d</sup>./.

The s<sup>d</sup> Accomptants Chargeth themselves with all & Singu-  
 lar the Goods, Chattels, Rights & Credits of the s<sup>d</sup>

<sup>ss</sup> Presented to the court hy Ruth Center, widow, and her son John Center, January 21, 1706/7. Suff. Prob. Rec., L. 16, f. 230.

<sup>ss</sup> Suff. Prob. Rec., L. 16, f. 377.

decd, Amo as by the Invy thereof Exhibited, Ap- pears to ye Sum of . . . . .	£239 " 13 " 7
Jt. With money Rec'd of sevr! prsons for Debts owing to ye decd . . . . .	25 " 10 " 8
40 Bushls of Barley £6 " 13 " 4. 40s Bill of Credit 40s . .	8 " 13 " 4
20 Bushls of Oates 30s. 30ll Flax 30/. A Grindstone 5/. .	3 " 5 " —

£277 " 2 " 7

And Pray's Allowance of ye Several Debts & Charges, by them paid, Vizt —	
Abatemt out of the inventory of 23s for 2 sheep & a Sheet given in that did not belong to ye Estate . . . . .	£ .1 " .3 " —
Pd for Lettr of Admincon Inventory &c . . . . .	— " 12 " —
Pd Funeral Charges £9 " 2 " 1. Pd to Doctr Clark 22/. .	10 " 4 " 1
Pd to Doctr Burnsted 48/. Pd to Thos Pratt for a Sheep 6/. .	2 " 14 " —
Pd Mr Rashly 3d Pd John Whittemore 2/. . . . .	0 " 2 " 5
To Jos: Belcher for Sumring a Cow . . . . .	— " 5 " —
To Jos Bill for 1 Cows hire 6/7d To Danl Whittemore 1/6d . . . . .	0 " 8 " 1
To Jacob Wenslow 6d To Phinneas Upham 9s 11d . . .	— " 10 " 5
To Jer: Belcher for Rent 23/. Johs Enstice 5s . . . .	1 " 8 " —
Edmd Needham 4/. Jos: Bill 10/. Isaac Lewis 6/. . . .	1 " — " —
Thos Townsend 3/2d David Cole 20s. Jonss Eustice Con- stable for Rates 42/. Edwd Watts in pt of 2 Years Rent 15ll . . . . .	18 " .5 " 2
Thos Gyles 22s. 4d John Pratt 40/. Samll Wording 8s .	3 " 10 " 4
Samuel Jenks 12/. John Langdon 3/6d John Brentnal 2/6d . . . . .	— " 18 " —
Doctr Morris 8/4d To ye Accomptant John Center a Debt 30/" . . . . .	1 " 18 " 4
To the Admr's for their Expences . . . . .	2 " — " —
To Drawing, Allowing & Registring this Accot . . . . .	" 8 " —
£277 " 2 " 7	
45 " 6 " 10	
Rests £231 " 15 " 9	

her mark

Ruth O Center —

John Center —

£45 " .6 " 10

*Distribution <sup>ss</sup> of ye Estate of John Center late of  
Willsimett decd*

SUFFOLK. 88./.

By the Hon<sup>ble</sup> Isaac Addington Esq Judge of Probate &c.

Jt Appearing to me by the Accompt of Ruth Center Widow & John Center . . . that the Surplusage or Remaining Goods & Chattels of ye decd; Debts, funeral & just Expences being Allowed, Amounts to Two hundred thirty One pounds, fifteen shill<sup>s</sup> & Nine pence to be Distributed to the Widow & Children, Jonath<sup>n</sup> Center the Second Son haveing had Eight pounds already Advanced to him by ye Said decd in his Life time towards his portion upon Marriage. —

" Suff. Prob. Rec., L. 16, f. 378.

Pursuant Therefore to the Act or Law, For the Setling and Distribution of the Estates of Intestates, and the Power and Authority to me thereby given, J Do Order the Distribution of the s<sup>d</sup> Sum of Two hundred thirty one pounds, fifteen shill<sup>s</sup>. & Nine Pence in manner following, That is to say, To Ruth, Widow of the Intestate forever Seventy Seven pounds, five shill<sup>s</sup> & three pence for her Third part thereof. To John Center Thirty Six pounds Two shill<sup>s</sup> & four Pence for his double Portion, And to Jonath<sup>a</sup> Center £10 " 1 " 2. And to Elizabeth, Elinor, Mehetabel, Ruth, Sarah, and Jeremiah, Eighteen pounds one shilling & two pence each being their Single parts & portions of their s<sup>d</sup> Fathers Estate. And that the s<sup>d</sup> Adm<sup>rs</sup> pay the s<sup>d</sup> Seven Children, or their respective Guardians their Several Portions accordingly, Each of them to give Bond w<sup>th</sup> Surety's as the Law directs, if Debts afterw<sup>ds</sup> be made to Appear, to Refund & Pay back to y<sup>e</sup> Admin<sup>rs</sup> their Ratable parts thereof, & of the Adm<sup>rs</sup> Charges. Dated at Boston the Fourth day of February Anno Dni 1707-8.

Is<sup>o</sup> Addington]

## APPENDIX 11

*Farm of Daniel Watts*

[SEPTEMBER 27, 1739, Daniel Watts conveyed to Benjamin Blaney twelve acres of land. September 9, 1740, Benjamin Blaney and his wife Abigail mortgaged for £100 in Manufactory Bills eight acres of upland with four acres of salt marsh adjoining thereto, both on the south side of the road from Winnisimmet to Malden; bounded east and south on Daniel Watts by a wall and a ditch cut through the marsh to the creek; thence by the creek to Malden line; by Malden line to the road.<sup>1</sup> February 28, 1792, Benjamin Blaney and Hannah his wife conveyed the marshland, then estimated as five acres lying "within the Dyke" of Island End River, to Dr. Samuel Danforth for £50 lawful money.<sup>2</sup> December 27, 1803, Benjamin and Hannah Blaney sold seven acres of upland to Joseph and William Heard of Boston. This was bounded north by the highway; west by Whittemore, i. e., Malden line; south by marsh of Dr. Samuel Danforth, a ditch dividing said upland from said marsh; and east by land of Dr. Danforth.<sup>3</sup> In 1816 William Heard conveyed his right therein to Joseph Heard.<sup>4</sup> It is marked on Hopkins' Atlas as the Heard estate.

At the death of Hon. Samuel Watts the house and land of Daniel Watts were divided between Dr. Edward Watts and Mrs. Samuel Danforth. The former sold his portion to Moses Collins, March 13, 1773. On August 9, 1774, Moses Collins of Malden conveyed to Dr. Samuel Danforth the western portion of the house and 49 acres, it being the land bought of Dr. Edward Watts except 16 acres of upland next Mr. Whittemore's on the west side of the road, i. e., west of Washington Avenue, and 22 acres of marsh "in the blown country."<sup>5</sup> March 3, 1792, Moses Collins and his wife Lydia conveyed to Danforth for £136 lawful money, 13 acres of marshland, it being part of the 22 acres in the "blown Country" purchased of Dr. Edward Watts, "and is the whole

<sup>1</sup> Suff. Deeds, L. 60, f. 76.

<sup>2</sup> *Ibid.*, L. 172, f. 128.

<sup>3</sup> *Ibid.*, L. 207, f. 202.

<sup>4</sup> *Ibid.*, L. 252, ff. 43, 45; also L. 381, f. 140.

<sup>5</sup> *Ibid.*, L. 126, f. 139.

of my right in said purchase of twenty two Acres." <sup>6</sup> When the direct tax of 1798 was assessed, the sixteen acres of upland excepted in the conveyance to Samuel Danforth in 1774, were owned by Moses Collins and improved by Joseph Sergeant. They were valued at \$320, and were bounded south on the town road (to Malden); west on the "County Line"; north on Daniel Pratt; and east on the town road (to Lynn). February 16, 1803, Moses Collins of Chelsea with his wife Hannah conveyed to Thomas Williams of Noddle's Island for \$1200, sixteen acres of upland bounded northwest by Moses Collins, northeast by Daniel Pratt; southeast and southwest by the road leading to Boston over Malden Bridge; also 2¾ acres of salt marsh. March 19 Thomas Williams conveyed the same to Samuel Danforth. <sup>7</sup> By this and other purchases Dr. Samuel Danforth acquired the whole of the Daniel Watts farm, except the Heard estate, and all the marshland of the Ferry farm north of Island End River. A list of his purchases follows:

- August 9, 1774, from Moses Collins, 49 acres of the portion of Dr. Edward Watts in the Daniel Watts farm (L. 126, f. 139).  
 Sept. 16, 1788, from Mary Harris for £15, 7 acres of marsh (L. 163, f. 190); sold to Aaron Dexter, Sept. 27 (L. 167, f. 257).  
 July 3, 1790, from Samuel (3) Watts, 36 acres of marsh for £175 5s. 9d. (L. 168, f. 67).  
 Nov. 6, 1790, from Mrs. Ann Hough, 6 acres of marsh for £36 lawful money (L. 168, f. 233).  
 Feb. 28, 1792, from Benjamin Blaney, 5 acres of marsh for £50 lawful money (L. 172, f. 128).  
 March 3, 1792, from Moses Collins, 13 acres, the marsh in the "blown country," for £136 lawful money (L. 172, f. 129).  
 March 6, 1792, from Mrs. Ann Hough, 6 acres of marsh (L. 172, f. 128).  
 March 13, 1792, from Isaac Smith, 9 acres of marsh for £90 (L. 172, f. 148). This was a part of the marsh sold by the executors of the estate of Hon. Samuel Watts. (Suff. Deeds, L. 138, f. 62; Suff. Prob. Rec., L. 71, f. 295.)  
 May 15, 1793, Samuel Danforth and Aaron Dexter exchanged 7 acres of marsh, Danforth conveying title to 7 acres south of the creek, and Dexter to the 7 acres north thereof which Mary Harris had conveyed to Danforth, and Danforth to Dexter, in 1788 (L. 176, f. 41; L. 177, f. 28).  
 Oct. 20, 1798, Danforth made a similar exchange of marshland with H. H. Williams, conveying title to a parcel of land south of Island End River, and receiving title to a parcel north thereof (L. 191, ff. 205, 209).  
 March 19, 1803, from Thomas Williams, 16 acres of upland and 2¾ acres of marsh for \$1200 (L. 205, f. 47).

<sup>6</sup> Suff. Deeds, L. 172, f. 129.

<sup>7</sup> *Ibid.*, L. 205, f. 47.

When the direct tax of 1798 was assessed, Samuel Danforth owned a farm of two hundred eight and one half acres. The house covered 1140 feet, was of two stories, with twenty-two windows, was "Verry old," and with half an acre of land and a wood house was valued at \$440. Two hundred and eight acres of upland and marsh, with three barns, a shed, and a corn barn were appraised at \$4027.75. Nathaniel Chittenden was the tenant. Presumably John Adams was tenant in 1791. According to the records of the selectmen, Feb. 16, 1789, Adams came from Medford with a wife Lydia and nine children.

October 16, 1813, Samuel Danforth conveyed to Thomas Furber his lands in Chelsea and Malden. Of the land sold (1) 159 acres lay south of the road from Winnisimmet to Malden, between the road and Island End River; with the lands of H. H. Williams (the Ferry farm) southeast, and Joseph Heard and Malden line west. (2) Fifty-two acres lay north and east of the road from Winnisimmet to Lynn or, as it is called in this conveyance, the road to Chelsea meeting-house. Beginning at the angle of the road from the ferry, near Mr. Cary's gate, the boundary line of this parcel ran northwest by that road to the corner where the road to Malden diverged from the road to Chelsea meeting-house, near which corner the mansion house stood; thence northeast by the road to Chelsea meeting-house to the land of Edward and Caleb Pratt, "where there is a small brook"; thence by said Pratt and Aaron Hall and Samuel Pratt, to the land of Mr. Cary; thence south to the angle of the road near the gate. (3) Twenty-eight acres lay in Chelsea and Malden north of the road to Malden, and west of the road to Chelsea meeting-house. Beginning at the angle of the above roads, which was nearly opposite the mansion house, the line followed the road to Malden, crossing the county line to the land of Joseph Whittemore; thence north by said Whittemore to Edward and Caleb Pratt; east by said Pratt, recrossing the county line, to the road to Chelsea meeting-house; south by said road to the corner first mentioned. Several parcels of land in Malden were conveyed by the same deed.\*

February 24, 1820, Thomas Furber mortgaged all the marshland in Chelsea owned by him to the Directors of the Massachusetts Bank.<sup>9</sup> It was bounded north by upland of Joseph and William Hurd and npland of said Furber; southeast by a ditch between it and the marsh of the heirs of H. H. Williams deceased; on all other sides by the creek and river. This land,

\* Suff. Deeds, L. 243, f. 14.

<sup>9</sup> *Ibid.*, L. 266, f. 264.



known as the Furber marsh, passed in 1844 and 1845 to the Winnisimmet Company. Thus of Samuel Danforth's farm only 36 acres of upland lay south of the road from Winnisimmet Ferry to Malden (Washington Avenue). The following further description is given in a mortgage in 1820.<sup>10</sup> Beginning at the corner of Mr. Heard's land on the County road (near the two roads leading to Chelsea meeting-house and Malden) the boundary followed the road till it met land late belonging to H. H. Williams near the Salem Turnpike; then it ran by land of Williams to the Dyke Marsh; then by the edge of the marsh to the land of Mr. Heard; then by Heard's land to the first mentioned bound in the road. It contained a large orchard.

Joshua Carter owned all the upland of the Daniel Watts farm, except the Heard estate, but owned none of the marshland.<sup>11</sup> William B. Reynolds, administrator of the estate of Joshua Carter, petitioned the Probate Court for permission to sell at public auction the farm in Chelsea and Malden, then estimated to contain about 120 acres, and a lot of upland (about 1700 ft.) on Malden Street in Chelsea Village; permission was granted January 28, 1850.<sup>12</sup> The property continued in the possession of the heirs. January 1, 1851, 5.846 acres north of Washington Avenue were conveyed to Kasimir Vogel, silk manufacturer. The lot was bounded on the southwest 534 feet by Washington Avenue; northwest 655 feet by the Carter estate; east 345 feet by the Cary estate; southeast 630 feet by the Cary estate.<sup>13</sup> Vogel established a silk manufactory there.

Forty-eight acres one hundred eleven rods, with the mansion house of Joshua Carter, were conveyed to the Chelsea Highland Company in 1856.<sup>14</sup> This, with the land conveyed to Vogel, was all of parcel number (2) in the deed from Samuel Danforth.]

<sup>10</sup> Suff. Deeds, L. 267, f. 66; also a plan, L. 589, f. 304; L. 653, f. 170.

<sup>11</sup> *Supra*, p. 317.

<sup>12</sup> Suff. Prob. Rec., L. 351, ff. 98, 238.

<sup>13</sup> Suff. Deeds, L. 616, f. 101; plan, L. 650, f. 274.

<sup>14</sup> *Ibid.*, L. 703, f. 1.

## APPENDIX 12

[1. Plan of the Ferry farm, S. P. Fuller, surveyor, January, 1830. Suff. Deeds, L. 351, f. 153. Gives the site of the tavern, mansion house, and barns, the line between the upland and the marsh.

2. Plan of the Ferry farm, Alexander Wadsworth, surveyor, July 18, 1831. L. 354, f. 248.

3. Plan of the Shurtleff farm by Nathl. Shurtleff, August 17, 1829. L. 393, f. 185. Gives the site of the house and barns, the line between upland and marsh and the division of the fields.

4. Plan of Winnisimmet, Alonzo Lewis, surveyor, 1836. L. 410, end. The Ferry and Shurtleff farms divided into building lots.

5. Plan of the lands of the Winnisimmet Co. in Chelsea and Malden, J. H. Shearer, engineer, 1846. Suff. Plan Books, i. 20, 25; ii. 37. Same corrected 1850 by John Fenno, Suff. Deeds, L. 616, end; Plan Books, iii. 19. Gives the outline of the creeks, and the division line between upland and marsh.

6. Plan of the Hotel Estate by Alonzo Lewis, 1855. Suff. Plan Books, i. 12; *ibid.* by John Low, 1853. Suff. Deeds, L. 652, end. Plan of lots between Broadway and Medford Street by John Cunningham. L. 731, f. 144. A detail of the Ferry farm.

7. Plan of Mount Bellingham, Alonzo Lewis, surveyor, July, 1835. L. 393, end. Detail of Shurtleff farm. Plan of Mount Bellingham, presumably according to a survey by Alonzo Lewis, Suff. Plan Books, i. 11. Gives site of Shurtleff house.

8. Plan of Garden Cemetery, surveyed by David Gould and John Low, 1844. L. 517, f. 302. Detail of Shurtleff farm.

9. Plan of the United States Marine Hospital Land by Alonzo Lewis, October 16, 1835. 24 Cong. 1 sess. House Doc. 18. Gives site of Shurtleff house.

10. Plan of the United States Marine Hospital Estate by B. S. Alexander, April 2, 1857. Suff. Deeds, L. 718, end.

11. Proposed plan of the estate of the Cary Improvement Co. in Chelsea, 1849. Boston Public Lib., No. 13 in \*Map 94. 3.

12. Assessors' plan of Caryville, 1875, by Joseph R. Carr, Jr. Suff. Plan Books, iv. 16 A and 16 B.

13. Plan giving site of Cary house. Suff. Deeds, L. 642, f. 89.

14. Plan of Road from Chelsea Free Bridge to Salem Turnpike, R. H. Eddy, engineer, December 2, 1835, drawn by H. W. Wilson, C. E. Suff. Deeds, L. 405, f. 192. Gives point of division between the marsh and the upland on the line of the road.

15. Plan of the Salem Turnpike, Essex Co. Court Records, Salem. Gives the points where the line between marsh and upland in the Cary farm, and where the boundaries of the Cary, Shurtleff, Williams, and Dexter farms crossed the road.

16. Plan of land of Joshua Carter south of Washington Avenue by John Low, May, 1848. Suff. Deeds, L. 589, f. 304. Gives site of the Carter house.

17. Plan showing the division line between the marsh and upland, and the line between the lands of the heirs of Joshua Carter and lands of the Winnisimmet Co.; also the plan of the streets mutually agreed upon, by John Low, 1853. L. 653, f. 170.

18. Plan of the estate of Kasimir Vogel, July 13, 1853. Suff. Deeds, L. 650, f. 274.

19. Plan of Chelsea Highlands by George B. Parrott, 1856, L. 743, end; *ibid.* by John Cunningham, October 31, 1860. L. 840, end; *ibid.* by Joseph R. Carr, Jr., Jan. 1, 1872. L. 1092, end; *ibid.* by Carr, June 22, 1882. L. 1567, f. 453, etc.]

## CHAPTER VIII

## GOVERNOR BELLINGHAM'S WILL

THE Winnisimmet farms formed that part of Governor Bellingham's estate which, in 1672, he devised to trustees for the pious uses of the people there. But his will was contested; and the strife, beginning in the Colony in 1672, was renewed under the Province, and only settled under the State in 1787, — a period of one hundred fifteen years. It divided the clergy, was a factor in local politics, and influenced parties during the Revolutionary War. Nor was the contest confined to this side of the Atlantic; for at one stage the will received the construction of William Cowper, afterwards Lord Chancellor of England, and at another the decision of Sir Nathan Wright, Lord Keeper of the Great Seal.<sup>1</sup> This case, unique in its duration and full of local affairs, presents, as none other does, an almost unbroken line of judicial proceedings in Massachusetts for more than a century; but I have been seriously embarrassed in determining the best way of telling its story. After several unsatisfactory attempts to set forth the substance of the various documents comprised in it (in which process it is impossible to retain many facts incidentally given but of great value), I have finally concluded to give these documents in full and allow them to tell their own story.<sup>2</sup>

## THE WILL

AMONG many other undeserved favors of God towards me, this is none the least, That for so long a tyme I have lived vnder the

<sup>1</sup> [The legal opinion of William Cowper, and the decision of Sir Nathan Wright, though they affected the estates of Governor Bellingham, were upon the will of Mrs. Elizabeth Bellingham, wife of Samuel Bellingham, son and heir of Governor Bellingham. *Infra*, pp. 513-521.]

<sup>2</sup> The original will, though known to Samuel Sewall, has disappeared; but it was recorded, and during the litigation several certified copies were made for use both here and in England. I print from one of these with supplementary matter from others.

speciall Government of Christ in his Church, not without some soule satisfaction through the gracious presence of christ who hath walked in the midst of these Churches which I iudge have been constituted according to his mind. That I may testifie the Ingagement of my heart to the Lord, being now of pfect memory and vnderstanding I doe dispose of my temporall estate where-with the Lord hath blessed me by this my last will and testament, viz<sup>t</sup> I doe give to my beloved wife the rent of that farme Nicholas Rice liveth in, to be paid her duely after my decease as also my dwelling house with the yard and feild adioyneing during her naturall life, to my onely sonne \* and his daughter during their

\* Samuel Bellingham came over with his father in 1634. He was of the first class of Harvard College, in 1642, and at Rowley next year, but soon went to Europe, studied at Leyden, where he took his degree of M.D. Sometime, with his wife Lucy, he was at Rowley with his uncle William (brother of the Governor), who dying without issue left the most of his estate to his nephew. His daughter Elizabeth is said to have been born in London, in or near which he afterwards resided. [In 1650 he was in New England and sold land at Rowley inherited from his uncle (N. E. Hist. and Gen. Reg., xix. 107). Of his eight classmates at Harvard six migrated to England (Sibley, Harvard Graduates). Affairs there were then especially propitious for this. Nathaniel Mather wrote: "T is a no<sup>o</sup>on of mighty great and high respect to have been a New-English man, 't is enough to gayne a man very much respect yea almost any prefermt." (4 Coll. Mass. Hist. Soc., viii. 4.) June 30, 1660, Samuel Bellingham designated himself as "of the Parish of Merton in the County of Surrey Gent." Thus he was living eight miles southwest of London at the restoration of Charles II. Within a few months he left England for Holland, as October 12, 1661, Francis Willoughby wrote thither from London requesting the repayment of fifty pounds loaned in 1660, and complaining of his silence "after eight or ten monthes absence wth a departure without frinds knowledge." He left behind in England a son, Samuel, who died before May, 1668; also "goods books and papers," which, in the hands of a merchant, Mr. Brookes, who "had received them in order to send them" to him, were lost in the great fire of London in 1666. (N. E. Hist. and Gen. Reg., vii. 187; *infra*, p. 475.) While on the continent he studied medicine at Leyden. In 1670 he executed a power of attorney at Amsterdam. In August, 1678, he wrote from Bremen in Germany. March 30, 1682, Richard Wharton mentioned "Bremen in Germany from whence mr Bellingham had retired himselfe," and called it a "remote retirement." Mrs. Penelope Bellingham sought news of him in Germany in February, 1689/90, but had apparently no knowledge of his whereabouts in November, 1693. When he entered into a marriage contract with the widow Elizabeth Savage, March 30, 1695, he was "of the Parish of St Ann Westminster," England. Samuel Sewall, through his cousin and frequent correspondent, Edward Hull, one of the trustees under the marriage settlement, heard of this soon after, and wrote to Samuel Bellingham December 23, 1695: "I am glad to hear of your return to your native Land again, and of the change of Affairs in England that encouraged you so to doe." Sewall's Letter-Book in 6 Coll. Mass. Hist. Soc., i. 158.) ]

naturall lives I give the farme, Leift! John Smith is tenant in, THE other twoe farmes wherein John Belcher and Goodman Townsend are Tenants I doe give the rents of them towards the reliefe of fower Daughters of Coll William Goodrick \* so long as they shall haue vrgent need (to be paid to their certayne Attorney here and by him sent to the eldest sister to dispose it for their use) and to pay my debts and other Legacies; ALLSO I doe freely and willingly dispose & give (after mine and my wives decease) The farme she hath during her life (and after the decease of my sonne and his daughter) my whole estate in Winisimett to be an annuall in-couragement to som godly ministers and preachers, and such as may be such, who shalbe by my Trustees Judged faithfull to those principles in Church discipline which are owned and practised in the first Church of Christ in Boston of which I am a member : A mayne one whereof That all Ecclesiasticall Jurisdiction is comitted by Christ to each particuler organick Church from which there is no appeale visible saintship being the matter and expresse covenanting the forme of the Church.<sup>a</sup> ffor the regular disposing this Estate according to my true intention I doe

\* For his relation to the Goodrick family see "The Townshend Family," 51. [See N. E. Gen. Reg., vii. 186, 187, for three letters from these nieces showing that they were in straightened circumstances and desirous of help from their uncle. In 1668 Frances, Sarah, and Elizabeth were living in York; Mary was the wife of Matthew Elwald, keeper of a "Scriveners Shopp neere the Pumpe in Chancery lane, London."]

<sup>a</sup> [According to the account of James Allen (*infra*, pp. 399, 540) the inception of the will was at the height of the strife between the First and Third churches in Boston when the First Church was unreconciled to the withdrawal of some of its members to form the Third Church, and especially would not admit that an ecclesiastical council had power of control over the matter. Governor Bellingham strongly supported the First Church. In July, 1669, in his official capacity as Governor he summoned the magistrates to consider "a sudden tumult, some persons attempting to set up an edifice for public worship, which was apprehended by authority to be detrimental to the public peace." The magistrates declined to act, but in May, 1670, a committee of the House of Deputies is said to have reported among the probable causes of God's displeasure with New England the "invasion of the rights, libertyes, & priviledges of churches; an usurpation of a lordly & praelaticall power ouer Gods haeritage," leading to "the inevitable & total extirpation of the principles & pillars of the congregationall way," specifically referring to the "transaction of churches & elders in the constitution of the third church in Boston, as irregular, illegall, & disorderly." The strife was unhealed when the will was signed. Doubtless this was why Governor Bellingham decreed that especial emphasis be placed on the freedom of the individual church from all exterior ecclesiastical control. See Wm. Emerson, *Hist. of the First Church*, 156, 127-129; H. A. Hill, *Hist. of the Old South Church*; Hutchinson, *Hist. of Mass.* (ed. 1795), i. 249.]

request constitute and appoint m<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen Teaching Officers to the first Church of Christ in Boston m<sup>r</sup> John Russell of Hadley and M<sup>r</sup> Anthony Stoddard \* Shopkeeper in Boston to be ffeoffees in trust and Executors to this my last will and their heiers and Executors for ever, And in case of death or any other removeall whereby either of them are incapable of acting (being so Judged by the rest) power is hereby given to the rest to Elect one or more in his or their stead, who shall have the same power, And that thre of these consenting shall make any valid act. I doe desier them to observe these Instructions following.

1. MY WILL IS, that in convenient tyme a ministers house & meeting house bee built at Winnisimmet when sufficient bee received out of the rents.

2. THAT Lotts for dwellers and Inhabitants be given out, and conveniency of land to the Ministers house.

3. THAT four or six more or lesse young Students be brought vp for the ministry as the estate will beare.

4. THAT something be allowed yearly to any godly Congregational Minister who shalbe willing to settle in that place.

5. THAT my Trustees take care of my beloved wife to give her counsell as shee need, and help her as far as they can in the quiet Injoyment of her estate and receiveing of her rent.

6. THAT the Trustees meete twice a yeare at least, as often else as they can or is neede and that they bee allowed what is meete for each meeting.

7. THAT they allow annually as they shall thinke fitt to a godly Congregationall Minister qualified as aboue for his further Support.

8. That every quarter of the yeare one sermond be preached to instruct the people in Boston in Church discipline according to the word of God and such competent allowance be given to each of them as my Trustees shall iudge fitt or sufficient.

I declare this to bee my last will & Testament and hereby null any other.

Richard Bellingham & a seale

Signed & Sealed in the p<sup>r</sup>sence of vs

\* [Anthony Stoddard was a member of the First Church of Boston, an inhabitant since 1639, and at his death, March 16, 1686/7, "the ancientest shopkeeper in Town." (Sewall, *Diary*, i. 170.) For nineteen years in succession he was a deputy to the General Court, "no man having ever been so often chosen for Boston to our days." He was a "foremost opponent of the intermeddling Randolph." See 5 Coll. Mass. Hist. Soc., v. 170 note.]

This eight & twentieth of November  
 Sixteene hundred seaventy two.  
 Augustin Lyndon William Killcupp  
 Edmund Ranger.

At a meeting of John Leverett Esq<sup>r</sup> Dep<sup>t</sup> Gov<sup>r</sup> with Edward Tyng Esq<sup>r</sup> & William Stoughton Esq<sup>r</sup> Assist Decemb<sup>r</sup> 19<sup>th</sup> 1672. Augustin Lyndon William Killcupp and Edmund Ranger made oath that they set their hands as witnesses to this Instrument and saw the late Govenor Richard Bellingham Esq<sup>r</sup> on the day of the date of it, signe seale and publish it as his last will and Testament and that when he so did he was of a sound disposing mind to the best of their vnderstanding, this was then done.

As Attests Isaac Addington Rec<sup>t</sup> \*

To a copy<sup>s</sup> of the will probably used in England, is appended the following:

"Whereas y<sup>e</sup> Late Honn<sup>ed</sup> Gov<sup>r</sup> Bellingham hath inserted my name among the Executors of his Last Will and testament this is to declare that in Answer thereto y<sup>t</sup> altho J account it duty & shold gladly attend the discharge of any service or any testimony of honio<sup>r</sup> (within my small capasity) to so worthy a person & good a worke : yet y<sup>e</sup> consideraçon of my distant habitation in colection w<sup>th</sup> that spetiall worke wherewith J stand charged; do bespeake a prouidentiaall countermand to my casting in of my Small mite in the attendance thereof and necessitate mee to a non acceptance of y<sup>e</sup> same w<sup>ch</sup> J testifie by my name subscribed who am

y<sup>f</sup> worps euer to Comand John Russell \*

Boston Octo: 29<sup>th</sup> 1673 Acknowledged the Same Day before vs  
 John Leverett Gof William Stoughton Assist  
 Recorded & compared 31 : 8<sup>br</sup> 1673 3<sup>d</sup> ffree Grace Bendall Rec."

\* [The following additional endorsements appear, —

"This is a true Coppie as Attests Isaac Addington Cleric — This before written is a true coppie, of the aforesaid attested coppie, left on file amongst the Records of the Comissioners Court held at Boston the 3 of June 1673 in the case of Capt Edward Hutchinson against Blake and out thence drawne & examined the 20th day of August 1673 p Robert Howard Cleric Cur Commiss." Chamberlain MSS., i. 11. This copy, dated within a few months of the Governor's death, was for use in an appeal to the Court of Assistants. *Infra*, chap. ix.]

\* [This copy has not been found among Judge Chamberlain's manuscripts. See Suff. Prob. Rec., L. 7, f. 275, for the above resignation. It is there recorded on the margin of record of the Governor's will.]

\* [Rev. John Russell was pastor at Hadley 1660-1692. The regicides, Colonel Whaley and Colonel Goffe, were in concealment, it is said, at this time in his parsonage. Hutchinson, *Hist. of Mass.* (ed. 1795), i. 200; George Sheldon, *Introduction to Judd's Hist. of Hadley*, etc.]



To a much later copy of the governor's will, apparently used when litigation concerning it was renewed, and perhaps to influence the result, is appended the following paper,<sup>10</sup> dated the day on which the will was probated.

"Whereas there seemes to bee some Shortness in expression — in the will & Testament of the late deceased Richard Bellingham Esq<sup>r</sup> concerning what hee both formerly (& at the time alsoe of his making of his last will bearing date Novemb<sup>r</sup> twenty eight Sixteene hundred Seventy & two) jntended to Settle on M<sup>rs</sup> Penelope Bellingham his beloved Relict; as appears in that hee then declared it to bee his will that she should haue a full third part of his Estate; which in the will is saide to arise on the rent's of a ffarme at Winnisimet, in which Nicholas Rice is now Tenant, & the profit's of the house & adjoining ground's at Boston; which seemes not to amount to her thirds; And alsoe for that before Marriage with his saide wife, hee did in the p'sence of good & substantiall Witnesses & vpon a marriage consideraçon as wee are informed, give & Settle as in way of jointure on her, y<sup>e</sup> ffarme at Winnisimēt, on which Sampel Townsend is now Tenant; which yeildeth a greater rent then the other & soe makes good the widow's third's : There being alsoe a power given by the saide Will to m<sup>r</sup> John Oxenbridge, m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard of Boston & m<sup>r</sup> John Russell of Hadley as ffeoffes in trust or Executors<sup>rs</sup> or any three of them not onely for paiment of Debt's & Legacies, but for distribution of a greate part of the Estate according to their discretion & judgment

It is therefore Agreed between M<sup>rs</sup> Penelope Bellinghā widow or Relict to the abovesaide Richard Bellingham Esq<sup>r</sup> deceased & the saide M<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard as ffeoffes in trust or Executors<sup>rs</sup> That the saide m<sup>rs</sup> Penelope Bellingham shall from the day of the date hereof Enter vpon, haue, possess & enjoy for her third's of her late husband's Estate, during her naturall life, the house wherein hee lately dwelt in Boston, with the Shop's, Stable, outhousen yard & land adjoining & such of the household good's, furniture & Lumber therein & thereunto belonging as is fit for her use, And jnstead of that ffarme which Nicholas Rice holdeth, she shall alsoe for her life haue the whole ffarme, on which Samuell Town'send now Liveth at

<sup>10</sup> [Recorded Suff. Prob. Rec., L. 7, f. 276. The copy of the will referred to in the text proves on examination an uncertified copy of a copy made by "Paul Dudley Regr" of Probate for Suff. Co.]

Winnisimmet; which ffarme & houses & Land's, & the Rent's & profit's thereof shalbee to the onely use & behoofe of the saide m<sup>rs</sup> Bellingham & at her sole & free dispose for & during the time & terme of her Naturall Life (onely shee shall not make strip & waste thereof) & after her decease to revert & return to such vse as in the above mentioned will is provided & ordered. In Witness & confirmacon whereof the above menconed ffeoffees or Executors haue hereunto irrevocably set theire hands & fixed theire Seales this nineteenth day of Decemb<sup>r</sup> Anno Dni. one Thousand six hundred seventy & two.

John Oxenbridge & a Seale

James Allen & a Seale.

Anthony Stoddard & a Seale.

Signed Sealed and Delivered in p<sup>r</sup>esence of us the word's (such of) & the word's (as is fit for her use) being interlined before Sealing & the words (as we are informed) & (seemes to) & (such of)

George Corwin Isaac Addington

m<sup>r</sup> John Oxenbridge & m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard acknowledged this instrum<sup>t</sup> to bee theire act & deede before us Jn<sup>o</sup> Leverett dep<sup>y</sup> Gov<sup>r</sup> Edward Ting William Stoughton.

Recorded Decemb<sup>r</sup> 26<sup>th</sup> 1672 3<sup>d</sup> Isaac Addington Cler

To the copy printed in the New England Genealogical Register,<sup>11</sup> is appended:—

"Nota? The Saying of the Rev<sup>d</sup> M<sup>r</sup> James Allen, one of these Executors, is as followeth. The Reason the Gou<sup>r</sup> gaue me (when he d'd his will to me written with his own hand which was in the yeare 1670, after his son died (by his last wife) M<sup>r</sup> John Bellingham whome he designed his Heire) that his Son Samuel had two hundred a yeare of his Estate and fifteen hundred pounds a yeare befall'd him (there being thirteen p<sup>r</sup>sons liues between him and it, which were all deceased without heires), & he will trust none to take up for him, and never Come to take it, if I leaue it him, besides he will giue it away for a Song, therefore I will dedicate it to God; and benefitt of this Contry. He also told me he was p<sup>r</sup>swaded he would not suffer his Daughter to marry, so he should haue no posterity of his owne."<sup>12</sup>

<sup>11</sup> Vol. xiv. 237. [The date and ownership of this copy is unknown; but see *infra*, pp. 540-543.]

<sup>12</sup> Hubbard, the historian, says of Governor Bellingham: "He had been bred a lawyer, yet turned strangely, although upon very pious considerations, as some have judged, out of the ordinary road thereof, in the

Governor Bellingham's will was dated November 28, 1672; he died December 7th, as has been said, and on the nineteenth his will was probated. As the estate in the trustees was a remainder after the decease of persons then living, apparently there was nothing for them to do but wait the happening of that event.<sup>13</sup>

But Mr. Richard Wharton,<sup>14</sup> attorney for Samuel Bellingham, the governor's son, was suspicious that James Allen,

making of his last will and testament, which defect, if there were any, was abundantly supplied by the power of the general court, so as that no prejudice did arise to his successors about his estate." 2 Coll. Mass. Hist. Soc., vi. 610. [Hubbard was a classmate of the son, Samuel Bellingham, at Harvard College, 1642. Governor Hutchinson wrote: "Mr. Bellingham died December 7th, 1672. He lived to be the only surviving patentee named in the charter. It is always mentioned as a part of his character, that he hated a bribe. He was bred a lawyer, but, like some much greater lawyers, made his last will and testament in such a manner, that after some years dispute, the general court thought it necessary to supply the defects of it, by making a disposition of his estate themselves. (Some controversies occasioned by it have lasted more than a century.)" Hist. of Mass. (ed. 1795), 247 note.]

<sup>13</sup> [According to the will, the rents of two farms were given to the daughters of Colonel Goodrick "so long as they shall have vrgent need." From the beginning the trustees were to manage these farms at least, and send the rents merely to England.]

<sup>14</sup> For some account of Richard Wharton, of whom we shall hear much in connection with the Bellingham estates, see Savage, Gen. Dict. "Something may be inferred of his social position from the fact that his three wives were daughters of the most important men in New England. About 1659 he married Bethia, the daughter of William Tyng, one of the wealthiest men in the colony; after her decease he married, in 1672, Sarah, daughter of Rev. John Higginson, of Salem; and after her death, which occurred on the eighth of May, 1676, he married [in 1677] for his third, Martha, daughter of the second John Winthrop, the Governor of Connecticut Colony." (Shurtieff, Boston, 684.) [He was a merchant in Boston engaged in foreign trade, active in the courts as an attorney, and a partner in many business and land ventures. In 1686 he was appointed a member of the Council of President Dudley, having been recommended by Edward Randolph. He served on the Council of Governor Andros, but opposed both Randolph and Andros. He sailed for England in July, 1687, to secure a patent for mines and for some Narragansett lands. He joined the agents of Massachusetts in representations to the King, and died in London May 14, 1689. (Sewall, Diary, i. 255.) His estate was much involved at his death, and his daughters kept a small store in Boston. Sarah married John Cotta. See letters from Wharton in 6 Coll. Mass. Hist. Soc., v. 9-18, 25; also 5 Coll. Mass. Hist. Soc., ix. 112; 6 Coll. Mass. Hist. Soc., iii. 466, 467; Sewall, Diary, i. 182; N. E. Hist. and Gen. Reg., xxxvii. 270; Prince Society Pub., Randolph Papers, ii. 33, 50, 79; iv. 44, 114, 115, 162, 221, 244, 279.]

the governor's pastor, had influenced him to make a will unfavorable to his son. These suspicions he bruited abroad before the governor's death,<sup>15</sup> and a few weeks after set them forth formally.

*Richard Wharton's Deposition* <sup>16</sup>

Richd Wharton of Boston aged about thirty six years, maketh oath y<sup>t</sup> a[bout].<sup>17</sup> nine or tenn dayes bef<sup>r</sup> Gov<sup>r</sup>n<sup>r</sup> Bellinghams death, the deponent meeting with m<sup>r</sup> James Allin at the End of the Street where they both live; the deponent enquired of the s<sup>d</sup> M<sup>r</sup> Allin, how the Gov<sup>r</sup>n<sup>r</sup> did & whether he had made his Will, to w<sup>ch</sup> the s<sup>d</sup> M<sup>r</sup> Allin answered, y<sup>t</sup> he had made his will; to w<sup>ch</sup> the deponent replied that he would not be p<sup>t</sup>icul<sup>r</sup> in his inquiry how he had disposed his Estate, but was very willing to Know in Generall how he had dealt with his Son, the Depon<sup>t</sup> then declaring to M<sup>r</sup> Allin that his s<sup>d</sup> Son was a person of a good Generous & publick Spirit, & y<sup>t</sup> he would doe good with his Estate, & instanced his act about m<sup>r</sup> Stone's Booke <sup>18</sup> & some other order he had given about the disposall of such Estate as he had in the Country bef<sup>r</sup> m<sup>r</sup> Allin replied he had dealt well or hon<sup>r</sup>ably with his Son, & had left him well provided for, not onely after his wifes decease but presently after his owne, & y<sup>t</sup> w<sup>t</sup> he had done for his Sonn, he doubted not but it would Satisfye him, me the Deponent, & all his freinds with w<sup>ch</sup> the Deponent was so well Satisfyed, y<sup>t</sup> whereas he had thoughts bef<sup>r</sup> to wait upon the Gov<sup>r</sup>n<sup>r</sup> to put him in mind of his Sonn, he thereupon desisted, & the Deponent saith, y<sup>t</sup> that night y<sup>t</sup> it was reported Govern<sup>r</sup> Bellingham dyed, he the deponent went to the said m<sup>r</sup> Allins house to Satisfye himselfe in the premises; that M<sup>r</sup> Allin produced a Sealed paper w<sup>ch</sup> he opened & tooke out thereof another written paper w<sup>ch</sup> he said was the Gov<sup>r</sup>n<sup>r</sup>'s will, and after Some Short time gave it into the Deponents hand to read, & y<sup>t</sup> he the Deponent read the same deliberately, & Kept it some Considerable time in his owne

<sup>15</sup> [Presumably Judge Chamberlain intended to write, before the probate of the Governor's will. See *infra*, p. 411.]

<sup>16</sup> Chamberlain MSS., i. 17. Copy certified by Daniel Gookin.

<sup>17</sup> Words included in [ ] are conjectural for those worn away.

<sup>18</sup> Samuel Bellingham had proposed to print The whole Body of Divinity, by Rev. Samuel Stone of Hartford. But this was never done. April 7, 1681, Rev. Nathaniel Mather wrote from England to his brother, Rev. Increase Mather of Boston, "Mr Bellingham is so drowned in Melancholy, if yet living, for I have not heard of him these 8 or 9 years, nor seen him as many more, that Mr Stone's body of Divinity is like to bee utterly lost with him." 4 Coll. Mass. Hist. Soc., viii. 33, 76.

hands, & discoursed Severall pticul<sup>rs</sup> therein with m<sup>r</sup> Allin, & declared y<sup>t</sup> in regard of Some Seeming uncertaintyes therein, it might admitt of Dispute, & also the Depon<sup>t</sup> tooke notice of the unusual & abrupt Conclusion thereof, & Saith y<sup>t</sup> to the best of his Remembrance & und<sup>r</sup>standing the last clause w<sup>ch</sup> appeared therein upon probate of the s<sup>d</sup> will, viz his de[cla]ring y<sup>t</sup> to be his last will & nulling any other, was not in the will [shown] by m<sup>r</sup> Allin to this Depon<sup>t</sup>. And the Deponent is the more confirmed [in the] beleife & pswasion thereof because it was not in a copy w<sup>ch</sup> M<sup>r</sup> Allin [handed the] depon<sup>t</sup> w<sup>ch</sup> he said he had drawne out for his owne use: And because [on the] Morning after the probate of the will, (the Deponent having then de[cla]red) his said suspicion beleife & Reason to the Deputy Gov<sup>r</sup>n<sup>r</sup>, & Assistants) [Mr] Allin came to this Deponents house & with freindly & Kindly Expressions declared his unwillingness y<sup>t</sup> any difference should be maintained about the s<sup>d</sup> will, & made some proposalls of a treaty, & taking advice about Composing the Differences & Setling the Estate & also requested the Deponent, y<sup>t</sup> if he had not Sent away the letter that the s<sup>d</sup> m<sup>r</sup> Allin & Trustees had writt to m<sup>r</sup> Sam<sup>l</sup> Bellingham, & therein as he told the Deponent Enlosed a copy of s<sup>d</sup> will, y<sup>t</sup> the Deponent, in whose hands it was left for Conveyance would returne the s<sup>d</sup> Letter to him againe, w<sup>ch</sup> the Deponent unadvisedly delivered to M<sup>r</sup> Allin, from w<sup>m</sup> he Received it, & that the Said m<sup>r</sup> Allin carryed the Same away from the Deponent without opening, & Shewing the Depon<sup>t</sup> the Copy Therein inclosed, or requesting the Depon<sup>t</sup> to goe with him bef<sup>r</sup> Authority, to See the Same opened, & for y<sup>t</sup> about tenn dayes after the Deponent discoursing hereof to m<sup>r</sup> Oxenbridge, he owned y<sup>t</sup> they all had Signed a copy of Said Will as a true Copy to be sent to Doct<sup>r</sup> Bellingham, but Seemed ignorant y<sup>t</sup> the s<sup>d</sup> Letter & Copy were taken out of the Depon<sup>t</sup>s hands. Againe other reasons the Deponent hath, w<sup>n</sup> Called hereunto. And further the Deponent saith, y<sup>t</sup> taking notice to m<sup>r</sup> Allin y<sup>t</sup> provision was made in the will for debts & Legacies, & no Legacies left according to s<sup>d</sup> provision, M<sup>r</sup> Allin told the Deponent, the Gov<sup>r</sup>n<sup>r</sup> would have left Some Legacies & have Added Some particul<sup>rs</sup>, but his weakness prevailed So much, y<sup>t</sup> he could not finish the Same. Cambridge the 24<sup>th</sup> of January 1672

This is a true Coppie of a deposition taken by m<sup>r</sup> Richard Wharton Before mee the day & yeare aboue written  
examined by Daniel Gookin

3 February

1672[1673].

Between the date of Wharton's deposition, and that of Gookin's certificate, and therefore presumably for uttering his "suspicion beleife & Reason to the Deputy Gov'n<sup>r</sup>, & Assistants," as he says he did, proceedings were taken against him:<sup>19</sup>

At a County Court held at Boston Janur<sup>y</sup> 28<sup>th</sup> 1672.[1673] M<sup>r</sup> Richard Wharton presented by the Grandjury for reviling & reproaching of m<sup>r</sup> James Allen Teacher of the first Church of Christ in Boston in Saying hee added a line or clause to the Governo<sup>r</sup>s Will, after hee had Signed & Sealed it, which is proved by Witnesses to bee Slanderous & reproachfull & contrary to law, title Heresy Section (?)<sup>20</sup> M<sup>r</sup> Wharton being called desired the benefit of a Jury, which was granted, & after the presentment & Evidences in the case produced were read, comitted to the jury & remaine on file with the Records of this Court. The jury brought in their Verdict. They finde m<sup>r</sup> Richard Wharton by Declaring & Manifesting his apprehensions to bee guilty of reproaching M<sup>r</sup> James Allen. The Court Sentanceth the said m<sup>r</sup> Wharton to give in bond for the good behaviour, of one hundred pounds himselfe & fifty pounds apiece two Sureties, till the thirteenth of March next & then to appeare. (and the Court declared

<sup>19</sup> [Wharton, as attorney of Dr. Samuel Bellingham, entered a formal protest at the probate of the will, December 19, 1672, and expressed his belief that Rev. James Allen had added a clause to the Governor's will. A very considerable excitement ensued in the town. When the Grand Jury met it presented Wharton. The above deposition was not improbably taken then. The case came up for trial in the Suffolk County Court, apparently on February 3, 1672/3, the date of the certification by Daniel Gookin. (*Infra*, note 21.) Presumably this deposition was a part of Wharton's defence. It is not certain that it was received by the court, as Wharton complained later that his "pleas were admitted, but his proofes & Testimonyes were restrayned for yt time."]

<sup>20</sup> [This law provided that "every person or persons whatsoever, that shall revile the Office or person of Magistrates or Ministers, as is usual with the Quakers, such person or persons shall be severly whipt, or pay the sum of five pounds." (Mass. Col. Laws, reprinted in 1887 from the ed. of 1672, p. 61.) Prosecutions of this character took place under both the Colonial and the Provincial governments. See the case of John Webb presented in January, 1707/8, for charging Rev. Moses Fisk of Braintree "with removing his Neighbours Land marks," and thus falling "under that Curse in Deuteronomie, meaning the Divine Curse against removing Land marks" which was a "Scandalous Lye" and was "not only to the great Defamation of the said Minister but of his Office also, and to the great Reproach of Religion and the Offence of the Church of Christ in said Town and against the Law of this Province." Records of Court of Gen. Sess. of Peace, i. 163, 164. Office of Clerk of the Supreme Court of Suff. Co.]

that then they Expect hee Should prosecute his charge exhibited in Court against the late Governo<sup>r</sup>s Executo<sup>r</sup>s & to pay the Charges of Witnesses [& fees] of Court. m<sup>r</sup> Wharton Declared in Court that hee Submitted to the Sentence & accordingly the saide m<sup>r</sup> Richard Wharton as principle in one hundred pounds and m<sup>r</sup> Thomas Brattle & m<sup>r</sup> Nicholas Page as Sureties in fifty pounds apiece acknowledged themselves respectively bound to the Treasuro<sup>r</sup> of the County of Suffolke on Condiçion the saide Wharton shalbee of good behaviour till the thirteenth of March next & shall then appeare.

This is a true Coppie As Attests Isaac Addington, Cler.<sup>21</sup>

<sup>21</sup> Mass. Hist. Soc., Misc. Papers, 1628-1691, i. 66. A. D. S. [The records of the Suffolk County Court for the years 1671 to 1680 have been recently discovered, and are now (1905) temporarily at the Old Court House, Boston, in the office of the City Registrar. The first term of the County Court after Governor Bellingham's death began January 28, 1672/3, "John Leverett Esq<sup>r</sup> Dept Gov<sup>r</sup>, Edw Tyng W<sup>m</sup> Stoughton Assits" being present. Among the early entries is: "This Court grants liberty to the late Governors Executors till the next Court to bring in an Inventory of that Estate" (p. 106). The record given in the text is on p. 111, after which appear the following entries:

"John Veering presented for being drunck & abusing his wife in bad language calling her whore &c. & reproaching m<sup>r</sup> Allen & Church members in saying m<sup>r</sup> Allen was a black hypocriticall Rogue, of all which hee was convict in Court. The Court Sentenceth him to bee whipt with thirty Stripes severely laide on & to stand in the open market place in Boston, exalted upon a Stool for an houres time on a thursday after Lecture; with a paper fastned to his breast, with this inscription in a large character A prophane & wicked Slanderer & implous Reviler of a minister of the Gosple & Churchmember's; & to pay charges of witnesses & fees of Court standing comitted &c. Vpon the petition of the saide Veering & humble acknowledgment made in open Court The Court reverseth this Sentence [substituting ten pounds] in Mony fine to the County & to give in bond for the good behaviour of twenty pound's. . . ." (p. 112, Veering was discharged of his bonds at the term of Court beginning April 29, 1673. p. 128.) Previously to this James Brown had been convicted of "vilifying & reproaching Mr Anthony Stoddard in bad language," and had been sentenced to make a written acknowledgment or pay a fine to the county of five pounds. Mr. Stoddard acknowledged in Court that he had received satisfaction. The nature of this vilification is not stated. (p. 108.)

"Mr. Richard Wharton in open Court febr<sup>y</sup>, 3d, 1672 [1673]. Charged m<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard for falsifying their trust to & violating the late Gov<sup>r</sup>s will.

"Mr Richard Wharton for contempt in open Court was comitted to prison." (p. 113.) Wharton's Reasons of Appeal show that his commitment to prison preceded the sentence, given in the text, *infra*, p. 412.

"Dr. Robert Conch bound over to this Court for making Verses tending to the reproach of the late Gov<sup>r</sup> Richard Bellingham Esq<sup>r</sup>. & of the Ministers: The Court Sentenceth him to give in bond for the good be-

Wharton, bound over to the court to be held March 13th, on the 10th, and apparently as part of his defence, made a

*Second Deposition*<sup>22</sup>

Richard Wharton aged about Thirty six years Testifyeth That some tyme after Govern<sup>r</sup> Bellinghams will was proved he being in Discourse with M<sup>r</sup> John Oxenbridge Concerning y<sup>e</sup> Same he told m<sup>r</sup> Oxenbridge y<sup>t</sup> many Did beleive y<sup>e</sup> Govern<sup>r</sup> was not Compos Mentis when y<sup>e</sup> will was made M<sup>r</sup> Oxenbridge answered y<sup>t</sup> That was not true for he was with y<sup>e</sup> Govern<sup>r</sup> about or not about Three q<sup>u</sup>ters of an houre before m<sup>r</sup> Allen Came to make y<sup>e</sup> will and y<sup>t</sup> y<sup>e</sup> Govern<sup>r</sup> then was Rationall and y<sup>t</sup> he then said he would Dispose his Estate into thirds one Third to his wife one Third to his son & one third to pious uses & to pay Debts & Legacies To w<sup>ch</sup> y<sup>e</sup> Depon<sup>t</sup> then Replyed how Can y<sup>e</sup> giue a greater argum<sup>t</sup> that he Did not und<sup>r</sup>stand himself when he should make or Declare a will wherein noe such Thing is men<sup>t</sup>ioned And That if he had soe Done It would haue given Satisfac<sup>o</sup>n as y<sup>e</sup> Depon<sup>t</sup> Thought to all Concerned ffor then as y<sup>e</sup> Depon<sup>t</sup> said after y<sup>e</sup> widows Decease his son would haue had two thirds of y<sup>e</sup> Estate but M<sup>r</sup> Oxenbridge then replyed if soe y<sup>e</sup> widows Thirds would alsoe revert after her Decease To y<sup>e</sup> Ex<sup>rs</sup> for good uses . and seemd much Concernd at my Construcc<sup>o</sup>n But y<sup>e</sup> Depon<sup>t</sup> told him y<sup>t</sup> then he should not Despute a matter soe remote fforther. y<sup>e</sup> Depon<sup>t</sup> sayth y<sup>t</sup> he going to Communicate a Letter to M<sup>rs</sup> Bellingham which he had received from Maj<sup>r</sup> Winslow<sup>23</sup> wherein he resented y<sup>e</sup> Injury : Done to her by the Ex<sup>rs</sup> Discoursing with her about adding to altering & Interlyning y<sup>e</sup> Deed they : had given her Shee Seemd to blame her selfe for y<sup>t</sup> wrong Intimating that shee soe farr Confided in them as not to Doubt y<sup>e</sup> pformance of their agreem<sup>t</sup> with Maj<sup>r</sup> Winslow on her behalfe And therefore when y<sup>e</sup> Deed was read shee regarded not w<sup>t</sup> was in it nor tooke any notice of it nor y<sup>e</sup> Alterac<sup>o</sup>n therein Alsoe she Declared y<sup>t</sup> when y<sup>e</sup> will

havior ten pound's himselfe & five pound's apeice two Sureties: Vpon his request the Court accepted of his own bond . . . that hee would bee of good behaviour till the next Court of this County & would then appeare." (pp. 114. 115.) He was discharged from his bonds at the term of Court beginning May 29, 1673. p. 139.]

<sup>22</sup> Original in Mass. Hist. Soc. Misc. Papers, 1628-1691, i. 67.

<sup>23</sup> [Penelope Pelham, daughter of Herbert Pelham, and niece of Mrs. Penelope Bellingham, married in 1657 Major Josiah Winslow of Marshfield, Governor of Plymouth Colony from June, 1673, until his death in 1680. N. E. Hist. and Gen. Reg., xxxiii. 291. See *infra*, p. 407; *supra*, p. 398.]



was proved and y<sup>e</sup> Deed Signd and Seald at y<sup>e</sup> Deputy Govern<sup>r</sup>s they lett her Sitt as one unconcerned never p<sup>o</sup>sing any thing to her or asking her one question of her Consent or willingness This m<sup>rs</sup> Bellingham Declared to y<sup>e</sup> Depon<sup>t</sup> in M<sup>rs</sup> Eliz: Pelhams<sup>24</sup> hearing who y<sup>e</sup> Depon<sup>t</sup> beleivs Can Testify more fully heerin further y<sup>e</sup> Depon<sup>t</sup> sayth y<sup>t</sup> by Discours w<sup>th</sup> m<sup>rs</sup> Bellingham he und<sup>r</sup>stood y<sup>t</sup> y<sup>e</sup> Day before m<sup>rs</sup> Pelham watched with y<sup>e</sup> Govern<sup>r</sup> They Discerned y<sup>e</sup> Govern<sup>r</sup> to be Discomposed in his mind and Disord<sup>d</sup> in his memory : And y<sup>e</sup> Depon<sup>t</sup> alsoe sayth That to the best of his Knowledge he never Declared Hinted or Intimated any thing to y<sup>e</sup> Govern<sup>r</sup> y<sup>t</sup> might psuade or Induce him to Deale unkindly with or Disinheritt his Son But Clearly y<sup>e</sup> Contrary giving unto him such a Character & report of his Son as Seemd abundantly to Satisfy him and y<sup>t</sup> y<sup>e</sup> Govern<sup>r</sup> in this Depon<sup>t</sup>s hearing manifested an affectionate & fatherly Kindness to him and Desire to haue him Come to New Engld.

taken vpon oath 10<sup>th</sup> 1<sup>th</sup> 72. before vs

Simon Bradstreet \*Assist  
Daniel Denison

The next day came the

*Reply<sup>25</sup> of the Executors.<sup>26</sup>*

A Narration of the Occasion of what the Executors unto the Last Will of Richard Bellingham Esq<sup>r</sup> haue done in reference to m<sup>rs</sup> Bellingham —

Major Winslow desiring the oppertunity to speake with us and also the Sight of the Will, Wee readily consented, and the next day after the ffunerall went to m<sup>rs</sup> Bellinghams house & there in the presence of m<sup>rs</sup> Bellingham, Major Winslow & Cap<sup>t</sup> Corwin the Coppie of the Will was read; the first thing spoken to by Major Winslow was something about the Will that hee read but presently saith this is not my huisness for my Aunt is not willing to doe any thing to the hlemish of her husbands name or to that purpose, but not a word was spoken of anything wanting in the close of it as not declaring it to bee his last Will; hut forthwith fell into discourse about the change of the ffarme [the Shurtleff farm] given in the Will to m<sup>rs</sup> Bellingham, wherin

<sup>24</sup> [Elizabeth Pelham, youngest sister of Mrs Bellingham. N. E. Hist. and Gen. Reg., xxxiii. 290.]

<sup>25</sup> [Presumably this and the foregoing paper were prepared independently, — the one in support, and the other in contradiction of the charge made by Wharton, February 3, 1672/3. *Supra*, note 21.]

<sup>26</sup> Chamberlain MSS., i. 19. [Copy attested by Isaac Addington, clerk of the Suff. Co. Court.]

they made known theire dissatisfaction alleadgeing it to bee but twenty pounds a yeare and also that the ffarme [the Cary farm] one Townsend rented at fforty pounds a yeare there was testimony to prove that the late Govo<sup>r</sup> promised before marriage to Leane to his Wife and as a further prooffe thereof it was usually called m<sup>rs</sup> Bellinghams ffarme & therefore declared theire desire wee would consider of it & to exchange the ffarme of twenty for that of fforty and that would Satisfy; they also saide that otherwise the Widdow would fall short of her thirds, Whereupon wee consented; The next thing spoken to by them was the household goods, unto w<sup>ch</sup> wee answered that what was fit & necessary for her use Shee should enjoy during her life, where-with they declared they were contented & manifested they would rest in what wee had promised — but reply was made by us that concerning the exchange of the ffarme wee were not willing they should take our words, but desired Major Winslow to draw the conclusion of that in writing & wee would Signe & Seale it & for the goods they might take o<sup>f</sup> words that wee would performe it and w<sup>th</sup> this as to the Substance of o<sup>f</sup> conference wee parted & never saw major Winslow since.<sup>27</sup>

James Allen —

Boston March 11<sup>th</sup>. Penelope Bellingham. Anthony Stoddard  
1672. John Oxenbridge re-  
membreth the maine

but not y<sup>t</sup> the comon appellation of  
the ffarme was mentioned but perfectly  
remembreth to his best observation  
about the goods there was noe mention  
nor motion of leaving all y<sup>e</sup> goods

Wee hope by what is above it will appeare that wee are far from combining to falsify our trust it being in speciall in the Will desired that wee would take care of the Widdow, and also by what wee haue done there is noe injury done as yet to any concerned in the Will, when any are it wilbee then time for them to complaine to us or of us & wee doubt not to give them Satisfaction, and also as far from violating the Will in what wee haue done if that which is given m<sup>rs</sup> Bellingham in the Will reach not to her thirds, what haue wee done in consenting to that without a Sute, which if Sued for wee could not haue avoyded : Wee might enlarge but shall not further trouble the Hono<sup>r</sup><sup>d</sup> Court, except further to confirme what is saide by some testimonies & to desire that what wee haue done in reference to m<sup>rs</sup> Bellingham may, if the Court

<sup>27</sup> [The paper signed by the trustees is given; *supra*, p. 398.]

thinke meete bee confirmed, that soe wee may bee free from the unjust Molestations of such as would bee Medlers with that that doth not concerne them.

In Wharton's depositions given above he related circumstances tending to charge Rev. James Allen with having added to Governor Bellingham's will after its execution a clause nullifying all former wills, and Rev. John Oxenbridge and Mr. Stoddard, the other trustees, with a willingness to take advantage of this alteration. They in their reply, without expressly denying the circumstances, said that no such objections were made to the will when Mrs. Bellingham and her nephew, Major Winslow, discussed its provisions in her behalf, shortly after the governor's death.<sup>28</sup> They also intimated that Richard Wharton had better attend to his own business and not meddle with what did not concern him.

The whole proceeding was most extraordinary and, except for the evidence of it in these documents, incredible. The next stage is best told in the following paper, drawn by the clerk, Isaac Addington, in which he gives the action of the Court, and the *viva voce* sentence and recognizance of Wharton, and his sureties.

### *The Second Hearing*<sup>29</sup>

At a County Court held at Boston by Adjourn<sup>t</sup>

March . 13<sup>th</sup>. 1671.

M<sup>r</sup> Richard Wharton, being called to prosecute his charge Exhibited this Court, against m<sup>r</sup> John Oxenbridge, m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard (for falsifying their trust to & violating the late Governor's Will) according to the Court's declaring, (their now Expectation thereof) at their former Session, when they Sentenced him to the good behaviour : m<sup>r</sup> Wharton refused to prosecute, without the Court would authorize him in behalfe of

<sup>28</sup> [This defence by the trustees, prepared in answer to the charge made by Wharton February 3, 1672/3, that they had violated the Governor's will by their agreement with Mrs. Bellingham, would not properly take notice of the earlier charge that Rev. James Allen had added a clause to the will. It was natural, however, for the trustees to refer to the matter as they did to preclude the inference of duress. *Infra*, note 30.]

<sup>29</sup> Chamberlain MSS., i. 21. [Attested copy by Isaac Addington, clerk of the Suff. Co. Court, of the record in Suff. Co. Court Rec., 1671-1680, cited above, 117.]

the Country & gave this as one reason thereof hee was loath to put in his Evidences, because hee must bee at the charge of taking them out againe: Vpon which the Court enjoined him as followeth : m<sup>r</sup> Richard Wharton the Court having formerly tried you, with onely expressing themselves as expecting yo<sup>r</sup> prosecution of yo<sup>r</sup> Charge exhibited this Court against m<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard & you still persisting in yo<sup>r</sup> declining of it: the Court doe therefore require yo<sup>r</sup> prosecution of the saide Charge at Aprill Court next & declare that yo<sup>r</sup> bonds for the good behaviour stand good till that time. m<sup>r</sup> Wharton appealed to the next Court of Assistants & gaue bond to prosecute accordingly. Richard Wharton you as principle in five hundred pounds & James Whetcomb & Arthur Mason as Sureties in two hundred & fifty pounds apeice, acknowledge yo<sup>r</sup> Selues respectively bound to the Treasuro<sup>r</sup> of the County of Suffolke & his Successor\* on condiçon that you Richard Wharton shall prosecute yo<sup>r</sup> appeale from the injunction of this Court at the next Court of Assistants to Effect. & in the meane time that you shalbee of good behaviour.

All which the persons aboue named did oblige themselves to in Court. March . 13<sup>o</sup> . 1674.

Attests I. A. C.

This also was a singular proceeding. The facts seem to be these: Richard Wharton, claiming to be the attorney of Samuel Bellingham, fancied (for I cannot think there was any foundation) that James Allen had tampered with Governor Bellingham's will. These suspicions, with the facts which seemed to give color to them, afterwards embodied in the deposition which we have read, he made public, whereupon he was indicted for slander or libel, and convicted. This trial was a mistake; and so the court, I think, saw on reflection; for there was nothing indictable in the paper. He made no charges, but simply related certain facts about Allen's withdrawal of a copy of the will after he had given it to Wharton to send to Samuel Bellingham. At all events the court did not sentence him after the verdict of the jury, but illegally and absurdly enjoined him to prosecute his charge (as though he had made one) against Allen and his associates at the adjourned court, and put him under bonds to that effect, as well as to be of good behavior.<sup>30</sup>

\* [See *supra*, proceedings in the County Court February 3, 1672/3; *infra*, Wharton's Reasons of Appea<sup>r</sup> to the Court of Assistants. These

The object of this proceeding is not altogether clear from the papers, but is open to surmise. If Wharton had charged the trustees with altering the will, which would be forgery, that would be an indictable offence for which, on conviction, he might be punished. But Wharton, not to be caught in that trap, said in effect, "authorize me to make this prosecution in behalf of the government, and then I am ready," for then he would be protected as are all officers who, in the discharge of their official duties, make libellous charges. This not answering the purpose of the court, he was commanded to prosecute in his private capacity. From this order he appealed to the Court of Assistants. In those days the appellant gave in writing the reasons of his appeal. These I have not found.<sup>31</sup> To them the other party filed an answer, from which may be inferred Wharton's reasons, though obviously garbled by Addington.

*[Reasons of Appeal of Richard Wharton]*

Richard Wharton his Reasons of appeale from the Sentence of the County Court held by adjournm<sup>t</sup>. March 13. humbly craving liberty for defence and replication to such answer as may hereunto be given, & time to make Such further pleas in matters of Law, and prooffe in matter of fact, as the Case may require —

For as much as the Appellant, as a freind and Attourney to D<sup>r</sup> Samuel Bellingham appeared to enter exceptions ag<sup>t</sup> the pretended will of the late Gov<sup>r</sup>n<sup>r</sup> Rich<sup>d</sup> Bellingham Esq<sup>r</sup> deceased, & upon hearing and Sight of the Said will at the time of probate

documents were not seen by Judge Chamberlain. The trials at the January and the March terms of the County Court differed. At the first Wharton was convicted of slandering Allen by insinuating that he added a clause to the Governor's will. At the second, Wharton refused to prove his so-called charge, made during his defence in the first trial, that the trustees had violated the will by their agreement with Mrs. Bellingham. Obviously Wharton had no interest in protecting the will from violation; what he desired was its nullification. Governor Leverett had been present when the trustees signed the agreement with Mrs. Bellingham, and had given it his countenance.]

<sup>31</sup> [Richard Wharton's Reasons of Appeal have been found in Suff. Early Court Files (No. 1353) in the Office of the Clerk of the Supreme Judicial Court for Suff. Co. They are placed in the text in brackets. They are in the handwriting of Richard Wharton, with an endorsement by Isaac Addington.]

did to the Hon<sup>rd</sup> Gov<sup>rn</sup> that now is the Worshipfull m<sup>r</sup> Ting & m<sup>r</sup> Stoughton, in the presence of m<sup>r</sup> Oxenbridge m<sup>r</sup> Allen & m<sup>r</sup> Stoddard, manifest a Strong suspicion y<sup>t</sup> Some addition had been made to the will after it was Sealed, and then offered some reasons of his Said suspicion, and afterwards upon occasion of discourse with Some reputed freinds concerning the said will, the Appellant declared his s<sup>d</sup> Suspicion, which being reported, the Grand-Jury Contrary to the Appellant's Expectation, and as he humbly conceives contrary to the Course of Law & proceedings in like information, in stead of the p<sup>ty</sup> suspected or charged for making such addition presented the Appellant for speaking the afores<sup>d</sup> words as slanderous and reproachfull, & Contrary to Law title Heresye, Sect. 7 : And the Appellant being called to answer the said presentm<sup>t</sup>, desiring time y<sup>t</sup> he might bring in testimonyes, & y<sup>t</sup> he might have a Copey of the presentm<sup>t</sup> whereby he might be able Securely to answer for himselfe : & in the Countreyes behalfe proove w<sup>t</sup> he had declared, was denyed both & brought to his tryall, & therein had unExpected opposition and discountenance, So y<sup>t</sup> he was provoked, & necessitated, being denyed the benefit of further proove; to make the best & most earnest improvem<sup>t</sup> of those he then had which he declared he thought sufficient grounds for his Suspicion & beleife in which he was confirmed by some foul Cariages Concerning the will, which words foul Cariages, were by the Hon<sup>rd</sup> Gov<sup>rn</sup>, though neither pson or fact were named or expressed, taken hold of and improved as a charge ag<sup>t</sup> some psons, and there upon the Appell<sup>t</sup> was required by his hon<sup>r</sup> to name the p<sup>ty</sup>es guilty of foul Cariages, but the appell<sup>t</sup> unwilling to bring further reproach upon the psons concerned, craved excuse, declaring it were better for the psons concerned to be concealed then named : But his hon<sup>r</sup> strongly insisted upon it, & upon the Appell<sup>ts</sup> unwillingness told him, — except he would name the psons his Case was with the jury, though his Testimonyes were then detaineyd in his hon<sup>rs</sup> hands. And the appell<sup>t</sup> pceiving y<sup>t</sup> noe plea or proove was further to be given in Except his Hon<sup>rs</sup> Demands as above were answered, & the Jury being like to pass upon his accusation without his defence, he was most unwillingly forced to declare y<sup>t</sup> m<sup>r</sup> Oxenbridge, m<sup>r</sup> Allen, m<sup>r</sup> Stodder were the psons Intended in his Speech : And the Gov<sup>rn</sup> requiring an Explication of the foul Cariages, the Appell<sup>t</sup> in obedience thereto Complayned, & declared y<sup>t</sup> they had falsified their trust to, & Violated the Gov<sup>rn</sup>'s will if a will : which Declaration the Gov<sup>rn</sup> Comanded the Clerke to Enter, & Immediately required the Appell<sup>t</sup> to proceed to the proove of the charge, as he was pleased to Call it. But the Appell<sup>t</sup> being not fully heard, nor

any of his Evidences given in to the Jury upon the Presentm<sup>t</sup>, Craved Excuse & liberty to proceed upon his defence; Answering, y<sup>t</sup> when the first was ended, he should attend w<sup>t</sup> the Court should legally require therein : upon which y<sup>e</sup> Appellants pleas were admitted, but his proofes & Testimonyes were restrained for y<sup>t</sup> time. Afterwards, ye Appellant by the Gov<sup>r</sup>n<sup>t</sup> being required to prosecute the charge as it was called he replied, y<sup>t</sup> if the Court would form his words into a charge and direct him upon w<sup>t</sup> law he might prosecute he should be obedient, or if the p<sup>t</sup>yes were aggrieved, and looked upon themselves Slandered, if they pleased to Enter their action, he would joyne Issue with them, and leave the tryall to the Same Court & Jury; but the p<sup>t</sup>yes Evaded any such tryall. Again the Gov<sup>r</sup>n<sup>t</sup> pressed and required the Appellants prosecution, upon which he replied as beff<sup>t</sup> he was either in the Countreye's behalfe if they would impower him & direct to a law, willing to prosecute, or to joyne Issue with the p<sup>t</sup>yes upon their action, for then in case he proved ag<sup>t</sup> them, he Knew where to recover his charges. But to prosecute in any illegall way he would not: Which last words (But to prosecute in any illegall way he would not) being spoken with some earnestness, but conjunct with the aforegoing, were by the Gov<sup>r</sup>n<sup>t</sup> Command entred alone, and being taken disjunct, and that Necessary Connexion they had with the former being cutt of, They then made Such an irreverent Sound, as to be Construed a Contempt of Court, & were the onely Cause, the Appellant Knows, to Committ him to Prison without liberty of Appeal, Bayle or mayne-prise for 24 hours, whereas the Appell<sup>t</sup> intended all due hon<sup>r</sup> to the Court & humbly hoped y<sup>t</sup> his answer being taken conjunct would not import any matter of offence. That upon the Appellant's release out of prison he was Sentenced to be bound to his Good Behavi<sup>r</sup> till the 13 of March following, & then to appear. And in the said Sentence the Court did declare that then they Expected y<sup>t</sup> he should prosecute the charge ag<sup>t</sup> the Gov<sup>r</sup>n<sup>t</sup> Execut<sup>s</sup> &c. and upon reading the said Sentence The Worship<sup>l</sup> M<sup>r</sup> Stoughton declared y<sup>t</sup> the Appellant was not thereby bound, but he might choose whether he would prosecute or no, onely it was the Courts Expectation y<sup>t</sup> he should : Vpon which y<sup>e</sup> Appell<sup>t</sup> unadvisedly Submitted to the Sentence, concluding y<sup>t</sup> he had been bound to the Hon<sup>rd</sup> Court of Assistants in March & there should have had oportunity of a full hearing ; The County Court being not then adjourned and their adjournm<sup>t</sup> till after the Court of Assistants not Easily to be foreseen, being an adjournm<sup>t</sup> for ought the Appell<sup>t</sup> can und<sup>r</sup>stand without presid<sup>t</sup>, & how Legall soever it may be, yet the presid<sup>t</sup> may be of bad Consequence, & frustrate p<sup>rs</sup>ons of y<sup>t</sup> Speedy releife by appeals which

the Law in the Constitution of this Court intended, by making cases terminable but once a year. But the Appellant presently after he had declared his Submission to the Sentence, recollecting himselfe bef<sup>r</sup> the adjournm<sup>t</sup> of the Court tendered his appeal, which was refused, upon which he withdrew, and againe a 2<sup>d</sup> time upon advice went up to tender his appeal, but the Door being Shutt the Appellant desired the officer y<sup>t</sup> attended, to acq<sup>t</sup> the Court, y<sup>t</sup> he humbly craved leave to Come in, but the Marshall or officer upon his returne from the Court proclaimed the Courts adjournm<sup>t</sup>, and then the Appell<sup>t</sup> had admission but was denyed his appeale. That at the adjournm<sup>t</sup> of ye Court upon the 13 of March, which was after the Court of Assistants was ended, the Appell<sup>t</sup> appeared, & being required to prosecute the Charge, as it was Called, ag<sup>t</sup> the Gov<sup>r</sup>n<sup>r</sup>s Ex<sup>ts</sup> with due hon<sup>r</sup> & Submission to the Court The Appell<sup>t</sup> declared, y<sup>t</sup> if the fact complayned of were not Criminall, neither was he in Complayning of or declaring it, but if it were Criminall, & the Court would impower him in & upon the Countreyes behalfe, & charge, & direct to a law upon which he might prosecute, he was therein willing to serve the Country, or if the p<sup>ty</sup>es pleased to Commence an action ag<sup>t</sup> him he was willing to Joyne Issue, but upon his owne charge & without a warrant of the Law, he could not answer the Courts Expectations, upon which the Court, without any tryall or hearing by a jury (who the Appell<sup>t</sup> Conceives the proper judges of matter of fact) Sentenced him to prosecute the said Charge, so called, at Aprill Court next after & that till then the Bonds of Good Behavi<sup>r</sup>, should stand Good, from w<sup>ch</sup> Sentence the Appell<sup>t</sup> tendered his appeal but could not obtayne the Entry thereof without bonds of 1000<sup>l</sup> both to be of Good behavi<sup>r</sup> & to prosecute the appeal. And now the Appell<sup>t</sup> having in ord<sup>r</sup> to the reasons of his appeal, faithfully & with as much brevity as the matter will allow, given a Narrative of the Case upon which he hath been proceeded ag<sup>t</sup>, & punished which if need be may be more largely & particularly declared & proved, humbly Craves the Hon<sup>rd</sup> Court [&] Jury Seriously & patiently to Consider the Same, with the Reasons following —

Reason.

1: The Appellant in his plea onely intimated some foul Cariages, y<sup>t</sup> strengthned his Suspicion, which words were dark & uncertayne; neither pson nor fact being mentioned, and the law of Engl<sup>d</sup> & Reason tells us, y<sup>t</sup> words are not slanderous or actionnable except they be 1. p<sup>ti</sup>cular<sup>r</sup>. 2. Express or imply an affirmation. 3. sufficient Certainty both in the



thing & pson charged, 4. Plaine. 5<sup>y</sup> The thing must be directly & in plaine termes and not by inference or argum<sup>t</sup> applied to the pson charged. 6. The things charged must be Such as if true, are ag<sup>t</sup> some Law, & the pty thereby to be punished. 7. The parties must have some Speciall prejudice. 8. The words spoken must be out of a Course of Justice. But how farr the Apellants Words fell short as to all these is humbly left to Judgem<sup>t</sup>; as to the affirmation or Declaration y<sup>t</sup> m<sup>r</sup> Oxenbridge, m<sup>r</sup> Allen, & m<sup>r</sup> Stoddard had falsified their trust to & Violated the Gov<sup>r</sup>n<sup>t</sup>s will, if a will; these words were spoken in obedience to the Gov<sup>r</sup>n<sup>t</sup>s Instant Demand, & for the Reasons abovesaid the Apellant Conceives him selfe not Culpable. However the words spoken taken in the most extensive Sense, (amounting not to Scandalum Magnatum) cannot be Slanderous or eriminall, for they charge the ptyes with no Speciall nor p<sup>t</sup>icul<sup>r</sup> crime nor any fact ag<sup>t</sup> any law by which they are punishable, and the words were spoken in a Course of Justice & upon the instant Command or demand of the Judge, & in the Appellants Plea. And the Learned Judges of England tell us, y<sup>t</sup> if a minister Preaching recite a history, or a Lawyer pleading, doe innocently & pertinently Speake words whereby a man is charged with a crime & law 2<sup>d</sup>: p<sup>t</sup>. it prove false, this is not actionable, & Consequ<sup>t</sup>: 47: quently not punishable, & if so great a liberty be allowed to ministers & Lawyers, The Minister having taken his, it seemes not Reasonable y<sup>t</sup> one Standing both in the place of a lawyer & a delinquent (to the last whereof the Law allows largest liberty in pleading) Should be abridged or punished for his obedience to authority or fair pleading, but Seemes Contrary to a Statute 52 Henry . 3. 11.

2. The Appell<sup>t</sup> made no Complaynt nor charge ag<sup>t</sup> m<sup>r</sup> Oxenbridge & m<sup>r</sup> Allen as Ministers, nor ag<sup>t</sup> m<sup>r</sup> Stoddard as a Commissioner, nor as in any of his Several publick Capacities, but ag<sup>t</sup> them, as they call them Selves, the Gov<sup>r</sup>n<sup>t</sup>s Ex<sup>cs</sup>. But in Case the Appellants words should amount to Scandalum Magnatum, which is onely against Some Duke, Earl, Baron; Chancel<sup>r</sup>, or

Marrow. of y<sup>e</sup> law 2<sup>d</sup> other cheife officer of the Realme, yet the Law provides no remedy for them, till they p<sup>t</sup> fol : 50 : Cooke bring, & recover by action, ag<sup>t</sup> the pty 5 : 125 : Old booke Slandering and defaming them, & after of Entryes : 593 they have recovered by their action, & not

before the Law Saith, the pty shall be otherwise punished, nor doth any Indictm<sup>t</sup> lye against any man for defaming the Greatest peer or Prelate in England, except it be in the nature of a Libell; But the matter, manner, occasion, & place being as a<sup>f</sup>said, no

New. booke. of	}	Cook :	Such thing can be charged upon
Entryes fol : 22			
Marrow of y <sup>e</sup> law. 2 <sup>d</sup> pt	}	England have determined for say-	ing to a Justice of peace, (you have
14 Chap <sup>r</sup> — fol : 68 —			

there lyes no action & Consequently no punishm<sup>t</sup>, And it is to be Supposed that a Justice of peace in England, would have at least equall respect & dignity with these Execut<sup>rs</sup>.

3. If to falsifye or Violate a will be no crime, then it cannot be Criminnall to make Complaynt or report thereof. If it is a crime then it is ag<sup>t</sup> King or Countrey & the Charge of Discovery or prosecution ought to be upon y<sup>t</sup> acc<sup>o</sup> & due inquisition & Examination to be made Concerning the fact, & the pson informing or Complayning to be encouraged and assisted by authority & meet psons appoynted for prosecution. But the Appellant must needs conclude this no Crime against King or Country, for y<sup>t</sup> he hath had no Countenance nor assistance from authority, and although a petition hath been presented to this Hon<sup>rd</sup> Court & other applications made to Authority, yet no Examination could be obtainyd whereby to make Such a full discovery, as in the King's or Country's case is requisite —

4. ffor y<sup>t</sup> The Appellant hath alwayes declared his readiness to yeild obedience to the Court in prosecution, provided they would thereunto impower him, & direct him to a Law for his warrant, y<sup>t</sup> so in Serving the Country his charge might be borne by the Country, our owne Law & the Law of Nations & Reason telling us y<sup>t</sup> no man shall be Compelled to Serve the publick upon his owne Charge : & for y<sup>t</sup> the Appellant hath also offered the ptyes to joyne Issue with them if they would Enter an action, which if they be injured, is the onely means y<sup>e</sup> Laws allow for their releife: after which, in case the Appell<sup>ts</sup> offence should be found Scandalum Magnatum, besides w<sup>t</sup> damage they might recover, the Appell<sup>t</sup> might have had the Sentence he now appeals from, or other fitt punishm<sup>t</sup> inflicted.

5. ffor y<sup>t</sup> y<sup>e</sup> Appell<sup>t</sup>, being not Convicted of the Breach of any Law, is Sentenced to a very Greivous and reproachfull punishm<sup>t</sup>, tending to his Great damage, disparagem<sup>t</sup>, & for ought he Knows, to the ruine of his reputation & livelyhood : Theref<sup>r</sup> he humbly Craves the Consideration of these fundamentall Laws made ag<sup>t</sup> arbitrary proceedings & punishm<sup>ts</sup> in Magna Charta; That a freeman shall not be amerced for a Small fault, but after the manner thereof, & for a Great fault, after the Greatness thereof : And no amerciam<sup>t</sup> shall be assessed upon any man but by the oath of honest, lawfull men of the Vicinage. Chap. 14. And

Ch. 29. No man shall be taken, or Imprisoned or be disseised of his free-hold or libertyes or free Customes, or outlawed, or Exiled, or any other way destroyed but by the lawfull Judgem<sup>t</sup> of his peers, or by the Law of the Land. From the authority & Reason of which laws is derived y<sup>t</sup> first & most just & defensive Law in o<sup>r</sup> Law - Booke, to which Every English-man hath in his Capacity equal right, & by which their lives, libertyes, peace, & priviledges, are onely Secured, & Contrary to which the Appell<sup>t</sup> humbly Conceives himselfe to be proceeded ag<sup>t</sup> & punished.

Wheref<sup>r</sup> he humbly Committs his Case & Reasons of Appeale, to the Just & Judieious Consideration of the Hon<sup>rd</sup> Court & Jury for Releifc. Praying for such divine direction to & blessing upon your determinations & administrations, as may make them Conducibile to the Hon<sup>r</sup> of God and this Court, and agreeable to Justice, & to the peace, priviledge, & prosperity of the people.

Richd Wharton

These Reasons were read : August: 27<sup>th</sup> 1673.

¶ Isaac Addington Cler]

The answer was drawn in behalf of the court; and this, so far as I have noticed, was the first time that the court appeared as a party in a criminal complaint.<sup>32</sup>

Answers to m<sup>t</sup> Richard Wharton his prolix impertinent & false Narrative of his Several cases, & pretended Reasons for his Appeale in the present case.<sup>33</sup>

Whereas in his preface hee craves liberty for further pleas in matters of law & proofes in matter of ffact Answer the law allowes noe further pleas or prooffe then what were made use of in the case before the Court appealed from, & this the Appealant well understands, yet willing to pervert the most known Law to serve his own designe: and as to matter of ffact; Answer heres noe matter of ffact upon tryall, therefore not triable by a Jury (they being proper judges of matter of ffact) the injunction of the Court laide on the Appealant which hee calls a Sentance being not for matter of ffact, but for want thereof. His first page which might well fill three pages of Ordinary writing (which is absolutely contrary to law title Appeals. sect: 2. which saith the party appealing shall breifely in writing (without reflecting on Court or parties) give

<sup>32</sup> [Technically the question involved was whether the County Court could enjoin Richard Wharton to prosecute the trustees on the charge that they had violated the Governor's will. It was thus an appeal from an order of court. Yet this order of court would have compelled Wharton to institute a criminal prosecution.]

<sup>33</sup> A. D. S. Chamberlain MSS., i. 23.

in the grounds or reasons of his appeale) is an abusive most unworthy & partiale relation of precedent cases, which are not under the cognizance of this Court; wherein hee addes to his former practice in reviling & reproaching m<sup>r</sup> Allin, as not content with that, but now takes upon him to reproach. 1. the Grandjury in saying they presented him contrary to law, not withstanding himselfe knowes, the crime they presented him for hee put himselfe upon tryall of by a Jury & was by them founde guilty. 2<sup>d</sup>. The Court in his insinuating theire denying of him a legall hearing of his pleas & prooves & theire necessitating & forceing of him to the breach of law in reproaching m<sup>r</sup> Oxenbridge m<sup>r</sup> Allen & m<sup>r</sup> Stoddard, by making such a charge publicquely against them & that the Court did restraine his prooves & testimonies from the Jury & that in perticuler the Gov<sup>r</sup>. comāded the Clarke to enter part of his words disjoined from the foregoing to render him guilty of contempt : which the appealant can not but know to bee untrue; hee makes also a false recitall of the words spoken by himselfe in Court & there entred : by all & of every of which misdemeano<sup>r</sup>s (if it bee possible for a person under bonds of good behavior by words in writing under his hand to breake his bonds. then certainly the Appealant must hereof need's bee guilty, which J leauc to the judicious consideraçon of this hon<sup>rd</sup> Court. As to his first pretended Reason though it's not at all to this case, the words spoken publicly ags<sup>t</sup> m<sup>r</sup> Oxenbridge m<sup>r</sup> Allen & m<sup>r</sup> Stoddard doe & will appeare to bee approbrious slanderous & actionable & that according to the same law of England & reason himselfe recites, for that they were perticularly expressly & certainly chargeinge persons known, in plaine terms with falsehood & unfaithfullness in theire trust; which if true, would bee to the great dishonor & noe small prejudice of theire persons & punishable both by the laws of god & man which words were not spoken in a course of justice as hee pretends, but on purpose to vilify & reproach theire persons, thereby to alleviate his own crime; the Appealant herein allowing himselfe the overlardge liberty of a lawyer & delinquent, thinking to excuse it, with his abusive pretence of obedience to Authority or faire pleading : To . his 2<sup>d</sup>. whereas hee s<sup>t</sup>h hee made noe charge ags<sup>t</sup> m<sup>r</sup> Oxenbridge & m<sup>r</sup> Allen as ministers . Answer o<sup>r</sup> law provides as well against reproaching the persons as Offices of ministers; the Appeal<sup>t</sup> having reproached such: Jn his third pretended reason hee takes that Liberty to himselfe, which hee hath pleaded for & which this hon<sup>rd</sup> Court will not allow. viz<sup>t</sup> as formerly to abuse & reproach the Courts, soe now this very Court also, in casting his unworthy & undeserved asperctions upon them, saying that this Court hath already judged or implicitly

granted that the falsifying of a trust & violating of a will is noe crime w<sup>th</sup> is indeed such a high crime, as all men that haue but the shew of religion or civility, & much more this hon<sup>d</sup> Court doe abominate : Jn the Managem<sup>t</sup> of this Argument the Appealant hath proved himselfe a meane Sophister, & that his skill in syllogizing is but small in taking In-Artificiall arguments to prove his assertions, who will not stand by him, but to his face deny what hee asserts concerning their testimony, & all the seeming strength of his argument is grounded upon this, that the last Court of Assistants would not bee drawn out of their Ordinary course of justice & judicature (to meddle with matters not und<sup>r</sup> their cognizance) by the impertinent applications of the Appealant in his petition to them; neither doe they by their not countenancing of him in answering his petition, grant that to bee not criminall, which is indeed soe apparent a crime. As to his 4<sup>th</sup> Jts too well for the appealants credit known that all his actions speeches & behavio<sup>r</sup> in the transaction of this buisness haue apparently Rendred him not onely disobedient but contumaciously obstinate & argue a soure imbittered and perverse spirit against the Authority here Established. And whereas hee s<sup>th</sup> of law the law of Nations & reason tells us that noe man shalbee compelled to serve the publique on his own charge J Answer that the injunction of the Court doth not compell the appealant to serve the publique at his own charge but in favo<sup>r</sup> giues him a liberty to scve himselfe in defending his own case; which is criminall by of law; & if hee hath nothing to say for himselfe the Judges might haue proceeded to Sentance against him according to that law & by their injunction they show they were willing to hear before they judge. To his 5<sup>th</sup> & last pretended Reason Wherein hee insinuates that hee is Sentanced to a great & greivous punishm<sup>t</sup> tending for ought hee knows to the ruine of his reputaçon & liuelihood. J Answer the Appealant is not yet Sentanced for this crime; that is yet to come in time & place proper for it, unless the Appealant then use better pleas & arguments to waue it then as yet hee hath done : Jt's true hee is und<sup>r</sup> an injunction of Court to prosecute his charge & the Court saw cause to continue him in bonds to the good behavio<sup>r</sup> till hee did prosecute that charge, which is in it selfe not onely scandalous & actionable as to the persons charged, but also according to of law criminall & therefore just reason to oblige him to good behavio<sup>r</sup> untill it was brought to the tryall & if to bee of good behavio<sup>r</sup> tends to the Appealants great damage & ruine ti's pittty but that hee should finde out a better way for his liuelihood : But J haue (by the Appealants prolixity) been drawn to spend too much time in a discourse too remote from of buisness

for which J craue excuse : for the Jsue lies in a very narrow compass. vizt whither all the circumstances & aggravations in the case considered the Court had power and Authority to lay such an injunction upon the Appealant & then hee appealing from that injunction it being in a criminall case hee ought to give in bond to prosecute & also to bee of good behavior till hee hath see done; which not being matter of fact, but of law & concerning the power honor & Authority of the Court J humbly conceive it by o<sup>r</sup> law not triable by a Jury which J leaue to the honor<sup>d</sup> Court to consider of & Subscribe.

Postscript.

Jn behalfe & by Order of the County

Whereas it's objected that

Court of Suffolke —

this is a president a case un-

Isaac Addington Cler

heard of & noe record can bee founde of

the like in any of o<sup>r</sup> Courts J Answer that scarce any one County Court passes in a yeare but there are severall such cases brought to it : for it's well known that if any person make a complaint against another to a single Magistrate hee heares his complaint & also binds him over to prosecute that complaint. Now in this case the Court was more favorable to the Appealant & did not binde him to prosecute his charge but onely by vertue of their Authority enjoin him to doe it without any penalty : and if one single Magestrate hath power to require bond then doubtless a County Court hath power barely to require a prosecution.

I: A.C.

The result of this case before the Court of Assistants does not appear.<sup>34</sup>

<sup>34</sup> [The records of the Court of Asistants for this period are missing. In Suff. Early Court Files is a fragment (No. 28,638) endorsed "Jurjes verdict," which reads, — "In the Case of Mr Richard Wharton Appealant the Jury finds Reversion of the former Sentence." This may be the verdict in the case. Whether Wharton's appeal was tried before a jury or not, it is certain from the recently discovered records of the County Court that Richard Wharton did not prosecute this so-called charge in the lower court. The order was issued by the Connty Court in March. The appeal therefrom did not reach the Court of Assistants until September. It had then become ineffective, as three appeals lay in cases involving the interpretation or validity of the will. (*Infra*, chap. ix. and appendix.) Missing papers may be discovered in the future that will elucidate this case, as the Early Court Files are still incompletely indexed, and are not open to examination.]

## CHAPTER IX

## CONTEST FOR THE BELLINGHAM ESTATES BEGINS

AS we have seen, Governor Bellingham died December 7, 1672. His will, dated November 28, was probated December 19, and January 24, 1672/3, Wharton made his deposition impugning its validity. Neither party claiming his estate, Richard Wharton for Samuel Bellingham the heir-at-law, or James Allen, the most active of the executors and trustees under the will, waited for the daisies to grow upon the old governor's grave before beginning the contest. Each deemed it important to take possession of the lands by putting tenants on the several parcels to hold under the respective claimants. The governor owned lands besides those at Winnisimmet, not disposed of by his will. Among other estates was a pasture on Boston neck, into which according to the testimony of Peter Lorphlyn<sup>1</sup> and James Pennyman<sup>2</sup> they, with Richard Wharton and John Blake, went peacefully December 31, 1672, and without opposition; and when there Wharton gave possession thereof to Blake in the name and for the use of Samuel Bellingham, and asked Pennyman to nail up the gate, which he did, as he said. The evidence of this taking possession was written and sworn to June 3, 1673, in the Court before which the case, soon to be mentioned, was tried.<sup>3</sup>

On the day of taking possession of the Boston pasture "Richard Wharton, Attourny to Doctor Samuell Bellingham, the onely sonne & heire to Richard Bellingham," on the one part, and John Blake of Boston, shopkeeper, on the other, made an indenture of lease of the same land, described as "all that peece & parcell of pasture ground late belonging to the

<sup>1</sup> Peter Lorphlyn, or Lorphelin, was, Savage says, Gen. Dict., iii. 119. "A Frenchman, put in the pillory 1679, for clipping money, and probably went away as soon as he could." He had been in Boston six years at least.

<sup>2</sup> See O. A. Roberts, Hist. of the Anc. and Hon. Artillery Company, i. 224.

<sup>3</sup> Chamberlain MSS., i. 29. [*Infra*, p. 430.]

saide Richard Bellingham Esq<sup>r</sup> lying in the South west ffeilds or lotts belonging to the Towne of Boston, neere the highway leading to Roxborough & is fronted by the land of James Pennyman & the house & land wherein Angola<sup>4</sup> the Negro dwells & by a narrow passage along by the dwelling of s<sup>d</sup> Angola leading to the s<sup>d</sup> pasture, which containes by Estimation two acres & a halfe." The lease was for a year, and the rent fifty shillings, with abatement for repairing the fences about the grounds.<sup>5</sup>

The title of the trustees in the Boston estates does not appear, since only those at Winnisimmet were devised to them by the Governor's will.<sup>6</sup> Nevertheless three months later "sometime in Aprill," 1673, Anthony Stoddard, one of the trustees, not knowing, so far as appears, of the entry for Dr. Bellingham, or of the lease to Blake, went into the same pasture with Captain Edward Hutchinson, and gave him possession thereof "for one whole yeare." The witnesses to this entry declare that Stoddard said he acted "with the consent of the other Executors."<sup>7</sup> As will appear in the record of the appeal, a point was made of their absence. Captain Hutchinson being tenant, as he supposed, turned "a bay horse" into the pasture, which John Blake no sooner discovered than he clapped him into the pound. Captain Hutchinson

<sup>4</sup> Of this "Angola the Negro" Governor Bellingham said, — "he was the onely instrument that under God saved my life, comeling to mee with his boate when I was sunke in the River betwene Boston & Winisimmet, severall years since, & layd hold of mee & got me into the boate; he came in and saved my life, which kindnese of him I remember; and besides my giving him fifty foot square of my land, to him and his, I shall see hee shail not want whilst I live." (Boston Rec. Com. Rep., v. 23, note.) [Also Suff. Deeds, L. 8, f. 298. April 20, 1654, Angolla, a negro servant of Captain Robert Keayne, was married to Elizabeth, a negro servant of Edward Hutchinson. (Boston Rec. Com. Rep., ix. 48.) Captain Keayne left by will 40s. to Angola (*Ibid.*, x. 25). In 1675 the estate of Angola Negro was settled by the Suffolk County Court on Elizabeth, his widow, for life, with reversion to his children. (Court Records, 1671-1682, 315).]

<sup>5</sup> Chamberlain MSS., i. 15; *infra*, p. 420.

<sup>6</sup> [At the April term of the County Court in 1673 the trustees presented an inventory of Governor Bellingham's whole estate. It was accepted by the court, although with the exception of the life interest of Mrs. Bellingham in the mansion house the disposal of the lands in the peninsula of Boston, and of the personal estate of the Governor was in no wise provided for by the will. See *infra*, p. 427.]

<sup>7</sup> Chamberlain MSS., i. 27. [*Infra*, p. 430.]



replevied the horse, giving bonds with Stoddard as his surety and put the horse back into the pasture again, out of which Blake once more led him back to the pound, and Hutchinson once more resorted to his writ of replevin. The battle over the Bellingham estate, thus joined, began at the July term of the County Court<sup>8</sup> at Boston, in 1673, and raged intermittently until August 28, 1787, one hundred and fourteen years.

In this first encounter in the County Court it is evident, though the proceedings are not found,<sup>9</sup> that the trustees were cast and took an appeal to the upper court; but the reasons of appeal and answers thereto I give entire, though I have intermingled them so that they may be seen in immediate sequence. The case was made to turn on the priority of possession, the law being that the party in possession held until another proved a better title.

"Edward Hutchinson his Reasons of Appeale from y<sup>e</sup> County Courts Judgem<sup>t</sup> in July last in a caise of Replevin betwixt Edward Hutchinson & John Blake";<sup>10</sup> and "John Blake his answer to Cap<sup>t</sup> Hutchinson's Reasons of Appeale."<sup>11</sup>

<sup>8</sup> [The two replevins, which Judge Chamberlain notes above, were to different courts, the first to the County Court which met in July, the second to the Commissioners Court in June. The latter was a local tribunal for the town of Boston, established in 1651 to lessen the pressure of business in the County Court. The judges were elected annually by the freemen of Boston, and were confirmed by the Court of Assistants. Captain Thomas Clarke, Richard Parker, Humphrey Davy, Lieutenant Richard Cooke, Anthony Stoddard, Captain Edward Hutchinson, and Lieutenant Thomas Clarke had been chosen by Boston in October, 1672. In civil actions the court had jurisdiction in suits where the value of ten pounds or less was involved. It could, therefore, consider only the right of possession not the title to the land in question. At the Commissioners Court in June judgment was pronounced for Captain Hutchinson, and John Blake appealed to the Court of Assistants. At the County Court in July, the verdict and judgment were for John Blake, and Captain Hutchinson appealed to the Court of Assistants. See *infra*, pp. 429-437, the proceedings in both courts, and the reasons of appeal from the Commissioners Court.]

<sup>9</sup> [The records of the County Court, 1671 to 1680, have recently been discovered. A copy of the judgment is also filed in Suff. Early Court Files, No. 1225. *Infra*, p. 436.]

<sup>10</sup> Chamberlain MSS., I. 31. [This is a copy. The original, in Suff. Early Court Files, No. 1225, Paper 10, bears the following autograph endorsement: "These Reasons were received August 27th 1673 p Isaac

<sup>11</sup> Chamberlain MSS., I. 33.

[Hutchinson.] ffirst I apprehend y<sup>e</sup> Jury mistooke in y<sup>r</sup> verdict, for a spetial verdict by law is if y<sup>e</sup> law be in such a point we finde for y<sup>e</sup> pl. if y<sup>e</sup> law be otherwise we finde for y<sup>e</sup> def<sup>t</sup>. but in this verdict be y<sup>e</sup> law what it will they finde for y<sup>e</sup> def<sup>t</sup>.

[Blake, Answer.] First The Appell<sup>t</sup> upon the Supposition of the Jurye's mistake manifests his owne for their Verdict was no Speciall but a certayne Verdict. If the Case actionable then they found for the Defend<sup>t</sup>, if not actionable, it needed nor Should not have Come to them, & the Same Judgem<sup>t</sup> then must needs have been given for the Defend<sup>t</sup> but they being modest were willing to leave the Determination, whether actionable or not, to the Court, which howsoever would still have been y<sup>e</sup> Same

[Hutchinson.] 2<sup>ly</sup> y<sup>e</sup> Jury as I app<sup>r</sup>hend in this mistooke also, for Ed: Hutchinson is but A constrained pl, for m<sup>r</sup> Blake first impounded my horse, & I forced to Replevin him, so he is y<sup>e</sup> original pl. & I y<sup>e</sup> pp def<sup>t</sup>. & according to law was forced to giue in ten pounds bond to answer his damage, w<sup>ch</sup> is found none by y<sup>e</sup> Jury, & how they could finde then for him & giue no damage I do not vnderstand, & therefore I humbly conceiue they gaue noe verdict in y<sup>e</sup> caise, or at best a mistaken verdict.

[Blake, Answer.] 2<sup>d</sup> The Appell<sup>t</sup> in charging the Jury with a wrong verdict, also chargeth the Judges with a weake Judgem<sup>t</sup>: for by w<sup>t</sup> he saith, neither the one nor the other could discerne or Know the plaintiffe from the Defend<sup>t</sup> But had he been in his horses stead, y<sup>t</sup> shift of being a Constrained plaintiffe might have been a more covert Cloake und<sup>r</sup> which, if the Defend<sup>t</sup> had not Knowne upon w<sup>t</sup> occasion he came to Court, the Appell<sup>t</sup> might have shuffled the Defend<sup>t</sup> into his place by Such Legerdemaine Interchanging cases, places & pleas, his 2<sup>d</sup> p<sup>t</sup> of his first Reason would not have been altogether So unreasonable.

[Hutchinson.] 2<sup>ly</sup> The Jury owned in open Court m<sup>r</sup> Wharton had no right to lease out y<sup>e</sup> land y<sup>t</sup> was y<sup>e</sup> late Gou<sup>r</sup> Belinghams, vnder p<sup>r</sup>tens of his l<sup>t</sup>ter of Attorney from Doc<sup>t</sup> Belingham, &

Addington Cler<sup>ke</sup>; also "Cap<sup>t</sup>. Hutchinsons Reasons of Appeale. wch wer not deliurd into ye Court by m<sup>r</sup> Addington — tho when ye action was Called he affirmd publickly & made it a Contest & he tenderd his oath y<sup>t</sup> he had so donn: that I was forced to make vse of m<sup>r</sup> Whartons Copie vndertaking to Give him another. Refusing such was his Confidene to look for yem yet afterw<sup>rds</sup> ye next day brought them to me & acknowledgd he had mislayd them: as Attests E. R. S." Isaac Addington was Clerk of the County Court; Edward Rawson was Secretary of the Court of Assistants.]

y<sup>r</sup>fore m<sup>r</sup> Blake could not haue more right then m<sup>r</sup> Wharton could giue him, w<sup>ch</sup> was none at all, by y<sup>e</sup> Jurys Judgem<sup>t</sup>. & therefore so vnjustly impounded my horse, & my replevin iust.

[Blake, Answer.] 2<sup>d</sup> If the Jury owned (which the Defend<sup>t</sup> Doubts) That Wharton had no right to lett out the Land vnder pretence of his letter of Attourney: The Judges declared y<sup>t</sup> the Appell<sup>ts</sup> Landlords had no power vpon pretence of y<sup>e</sup> Gov<sup>r</sup>n<sup>rs</sup> will to lett out the Land, & the one being certaine & the other but Supposed, The Defend<sup>ts</sup> Title ag<sup>t</sup> the Appell<sup>t</sup> must needs be Good law & Reason declaring y<sup>t</sup> possession is a Good Title till a better be proved.

[Hutchinson.] 3<sup>r</sup> for y<sup>e</sup> land in controuersy Gou<sup>r</sup> Belingham dyed posset of it, his Executors & Trustees haueing p<sup>ued</sup> y<sup>e</sup> will, & giuen an Inuentory into y<sup>e</sup> Court vpon oath of y<sup>e</sup> estaite, where of this land is part, & therefore of necessity it must needs nextly fall into there possetion, & desposall to lett out.

[Hutchinson.] 4<sup>th</sup> Doet Belingham himselfe (much lesse an Attorney, & farr lesse any p<sup>tended</sup> Attorneyship as to y<sup>t</sup> p<sup>te</sup>culer, or any by or vnder him) can not haue any thing of that Estaite till there be an orderly demand of y<sup>e</sup> Executors & a legall recouery, w<sup>ch</sup> was neuer donne, & therefore my right good.

[Blake, Answer.] 3. & 4. To these two Reasons, one may be a Suffieient answer; That, had y<sup>e</sup> Gov<sup>r</sup>n<sup>t</sup> made the Appell<sup>ts</sup> Landlords Ex<sup>rs</sup> Trustees, & Feoffees Generally to Dispose of all his Estate, either according to his, or their owne wills, the truth of w<sup>t</sup> he alledges would have been Subscribed to, but having limited their Trust, feoffem<sup>t</sup>, Ex<sup>r</sup>ship to his Estate at Winnisimett wholly omitting this in Controversy, it naturally & Legally descends to y<sup>e</sup> Heyr. Theref<sup>r</sup> these two Reasons of the Appellants import no more then any one of their fore-runners.

[Hutchinson.] 5<sup>th</sup> if it should be Judged legall w<sup>ch</sup> I conceaue can not be, y<sup>t</sup> any vpon p<sup>tens</sup> may come & take possetion of an others land & lease it out, & y<sup>t</sup> lease be good while eiected by law, then no man is suer of what he hath, but may be molested in his iust right w<sup>th</sup> out any culler of law (as I am in this eaise) Especially considering m<sup>r</sup> Wharton gaue y<sup>t</sup> his Illegall possetion to m<sup>r</sup> Blake in y<sup>e</sup> winter, when no man had ocation to looke after such paster land, neither did he it [gain?] by any corse of law, nor y<sup>e</sup> Executors who was posset of it not being informed of it by him or any in his behalfe.

[Hutchinson.] 6<sup>th</sup> My goods being impounded I was forced to replevin, & so to prosced by way of Siuill Aetion, yet vnder correction, I humbly conceaue it also Criminall, & therefore craue y<sup>e</sup> Courts serious consideration.

[Blake, Answer.] 5. If the Law bad not according to Reason prudently provided, y<sup>e</sup> one being peaceably possessed of Land should (by whomsoever pretending title thereto) Continue his possession till Legally ejected, then Club-Law in this Case would goe farthest; But the Laws of o<sup>r</sup> owne nation, this & all the Colonys thereto belonging, & all Civill Kingdoms & States, being Such a hedge to o<sup>r</sup> peace, the breaking thereof can hardly be Construed a Civill action but according to the appellants phrase, is humbly Conceived to be Criminal & ought to Come und<sup>r</sup> Correction.

The foregoing "Reasons," signed by Hutchinson and filed August 27, 1673, were probably written by Addington, the Clerk of the Court.<sup>12</sup> His legal notions were certainly crude. John Blake signed his own "Answers," but they were doubtless drawn by Wharton, who, if not educated as a lawyer, evidently had some familiarity with legal business and legal principles. The result of the case in the appeal is not given; but doubtless it was for Blake, as in the court below.<sup>13</sup>

<sup>12</sup> [The original, in Suff. Early Court Files, No. 1225, Paper 10, is not in the handwriting of Isaac Addington. Captain Hutchinson was familiar with court proceedings. In 1674/5, the County Court appointed him to prosecute and implead Ezekiel flogg for misdemeanours for which the latter stood bound to the court. (Court Record, 1671-1680, p. 300.) Also he had served as a judge in the Commissioners Court since 1670.]

<sup>13</sup> [The Bill of Costs shows that Blake won both appeals. Richard Wharton, attorney for Blake, charged for three days' attendance at the County Court, and nine days at the Court of Assistants. The bill was dated September 16, 1673. See *infra*, pp. 429-440, for the papers in this and the following suits. At the April term of the County Court the trustees sued Lieutenant John Smith for the rent of the Ferry farm, a life interest in which had been given by the will to Dr. Samuel Bellingham and his daughter; they recovered. This judgment was confirmed by the Court of Assistants at the same term at which the judgments above mentioned were reversed. July 25, 1673, the trustees secured an attachment against Ebenezer Hayden for five years' rent of a shop belonging to the estate of Governor Bellingham in Boston. The case was tried at the October term of the County Court after the decisions above cited had been rendered in the Court of Assistants. The trustees lost. No appeal was taken. (MSS. Records of the County Court, 1671-1680, p. 167.) At the April term of the County Court in 1674 the trustees made complaint that "Mr Richard Wharton had unjustly molested & disquieted" William Eustace tenant at Winnisimmet of the farm "formerly occupied by Nicholas Rice," and had "turned the sd. Eustas his goods out of dores." The Court, upon Wharton's acknowledgment of the same, ordered the Marshal of Suffolk to reinstate Eustace.

The line of delimitation marked out by the Court of Assistants, and followed by the County Court, seems clear. The executors were deemed

trustees of that part of Governor Bellingham's estate bequeathed to their care by the will,—that is, of the farms at Winnisimmet; but were allowed no power of control over the real estate of the governor situated elsewhere. Richard Wharton so managed that the trustees had to begin proceedings, placing him and his tenants in the position of defendants. Thus the executors were forced to prove title, and could not press the question whether Wharton possessed a power of attorney, legally proved, from the heir at law that would justify him in assuming control over such lands of Richard Bellingham deceased as were not bequeathed by will.]

## APPENDIX 1

[AN INVENTORY<sup>1</sup> OF THE ESTATE OF THE LATE RICHARD BELLINGHAM  
ESQ<sup>r</sup> LATE GOV<sup>r</sup> OF THE MASSACHUSETTS COLONY IN NEW ENG-  
LAND TAKEN & APPRIZED BY VS WHOSE NAMES ARE UNDERWRITTEN.  
YE 20 DECEMBER 1672

	£	s.	d.
[Household goods & clothing in the house in Boston including a library of books, £30 . . . . .	157	03	03
	034	16	0
	008	03	04
	140	01	0
Jn Mony . . . . .			
Jn the 4 ffarmes at Winnisiuett. viz: in the occupaon of leift Smith one of 50 <sup>s</sup> p yeere. in the occupaon of Jeremiah Belcher one of 10 <sup>s</sup> p yeere in the occupaon of Samuell Townsend of . 40 <sup>s</sup> p yeere . in the occupa- con of Nicholas Rice one of . 20 <sup>s</sup> p yeere . all is . 120 <sup>s</sup> p yeer at : 16 . yeer's purchase . is . . . . .	1920	0	0
a parcell of Marsh in the occupaon of — Newbarry of Charlstowne rented for . 20 <sup>s</sup> p yeere . . . . .	0016	0	0
a parcell of Marsh in the occupaon of — Chamberlin rented, at . 3 <sup>s</sup> p yeer . . . . .	0048	0	0
A pasture in Boston being about . 2½ . acre more or less lying at the South end of the Town butting upon Angola's house & joines to the land of Mr Colborn at .	0250	0	0
The ground upon the Hill behinde m <sup>r</sup> Davenports . . .	0030	0	0
The Dwellinghouse & ground belonging to it & Shop's before it . . . . .	0600	0	0

*Stock at Boston & Winnisiuett*

2. Cows & one horse wth Bridle & Saddle at Boston . . .	0010 : 10 : 0
2 Mares one about : 10 : the other about 8 . yeers old . .	0008 : 00 : 0
3 . about : 4 . yeers old . . . . .	0010 : 0 : 0
2 . about . 3 . yeers old & one about : 2 . yeers old . . . .	0007 : 00 : 0
2 . last yeers Colts . 40 <sup>s</sup> 2 heifers of . 2 . yeers old . 50 <sup>s</sup> is	0004 : 10 : 0
Apprized by us Edward Hutchinson sen <sup>r</sup>	£3244 : 03 : 07
Thomas Clarke sen <sup>r</sup>	

Before this Inventory was Sworn to the Executors<sup>rs</sup> did declare in  
Court Aprill: 29<sup>th</sup> 1673; that here is not Inventoried either

<sup>1</sup> Suff. Prob. Rec., L. 7, ff. 303-305. This appraisal is dated December 20, 1672, but at the January term the County "Court grants liberty to the late Govern<sup>r</sup>s Executors till the next Court to bring in an Inventory of that Estate." The inventory was presented at the April, not at the March term of court. Possibly the executors delayed awaiting the outcome of Wharton's expected prosecution.

Debt's due to or owing from the Estate because not yet known fully./. Mr John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard Executors to the last will of the late Richard Bellingham Esq<sup>r</sup> deceased. made Oath in Court Aprill 29<sup>th</sup> 1673; that this paper containes a just & true Inventory of the Estate of the late Richard Bellingham Esq<sup>r</sup> deceased to theire best knowledge & that when they know more, they will discover the same. done.

as Attests. Isaac Addington Cler.]

## APPENDIX 2

[BLAKE vs. HUTCHINSON

*Lease from Richard Wharton to John Blake*<sup>1</sup>

THIS Indenture made the 31<sup>th</sup> of Decemb<sup>r</sup> 1672: Between Richard Wharton Attourny to Doctor Samuell Bellingham the onely sonne & heire to Richard Bellingham Esq<sup>r</sup> late Governo<sup>r</sup> of the Massachu-  
setts Colony deceased, of the one P<sup>t</sup> & John Blake of Boston Shop-  
keeper on the ther P<sup>t</sup> Witnesseth that the saide Richard Wharton  
for & in the behalfe of the saide Samuell Bellingham Hath  
set & to ffarine lett & doth by these presents set & to ffarine lett  
unto the saide John Blake & his assignes all that peece & parcell  
of pasture ground late belonging to the saide Richard Belling-  
ham Esq<sup>r</sup> lying in the South west feilds or lotts belonging to  
the Towne of Boston neere the highway leading to Roxborough  
& is fronted by the land of James Pennyman & the house & land  
wherein Angola the Negro dwells & by a narrow passadge along  
by the dwelling of s<sup>d</sup> Angola leading to the s<sup>d</sup> pasture, which  
contains by Estimation two acres & a halfe bee the same more or  
less & is according to the bounds shewed the saide Blake bounded  
& inclosed To have & to hold to him the saide Blake & his  
assignes all the saide parcell of pasture land & ground from the  
day of the date hereof for one whole yeare the saide Blake or his  
assignes paying therefore to the saide Samuell Bellingham or his  
assignes or Attournys the sume of fifty Shillings curr<sup>t</sup> mony of  
New England at or before the last day of Decemb<sup>r</sup> next ensuing  
& the saide Richard Wharton doth hereby on the behalfe of s<sup>d</sup>  
Samuell Bellingham Covenant & promiss to & with the s<sup>d</sup> John  
Blake to warrant & defend him in the quiet and peaceable posses-  
sion of the p<sup>r</sup>emisses from all persons claiming any right or title  
from the saide Richard Bellingham deceased or him the saide  
Samuell Bellingham And that what the saide John Blake shall  
disburst or expend for Repairing the saide ffences about the saide  
grounds shalbee defalked & abated out of the aforesaide Rent. In  
Witness whereof the p<sup>r</sup>ties hereunto haue interchangably set their  
hands & Scales the day & yeare first abouewritten.

<sup>1</sup> Copy attested by Isaac Addington, Clerk of the Suffolk County Court.  
Chamberlain MSS., i. 15.



Sealed & delivered in presence of Richd. Wharton & a Seal.  
Benjamin Alford — Peter Lorphelin.

Owned in Court by m<sup>r</sup> Richard Wharton that this is his act  
& deed 29 : 5m<sup>o</sup> 1673. as Attests ffree Grace Bendall Cler.<sup>3</sup>

Copia Vera. Attest<sup>d</sup> ☞ : Isaac Addington Cler.

*Testimony of Peter Lorphlyn and James Penniman \**

Peter Lorphlyn and James Penniman Testifie that vpon the last day of December last past, being requested by Richard Wharton, [they] went with him into a peece of pasture ground lying behind y<sup>e</sup> depon<sup>t</sup>s Pennimans house & Land, in Boston, on the North side of the way to Roxbury. And they with the said Wharton and m<sup>r</sup> John Blake went peace ably without any opposition into the said pasture, by the gate way, and there, vpon the said pasture, the said Wharton gaue possession thereof to m<sup>r</sup> John Blake in the name and for the vse of Doctor Samuell Bellingham, as heyre to the late deceased Governor, & y<sup>t</sup> the said Wharton left the said Blake in possession, and that the said Wharton and Blake requested y<sup>e</sup> deponant Penniman to nayle vp the gate, and he the deponant Penniman saith, that accordingly he did nayle vp the gate, and further they say not.

Sworne in Court 3 June 1673

as attest Robert Howard Clerie

Cur Comiss.

This is a true Coppy of the originall word for word as it stands on file amongst the Records of the Comissioners Court heild at Boston the third of June 1673 & out thence drawne and examined the 25 of August 1673

☞ Robert Howard Clerie Cur Comiss.<sup>4</sup>

*Testimony of John Deacon and Jacob Eliot \**

The testimonies of John Deacon aged seaventy three or thereabouts and of Jacob Eliot aged 41 or there about, say that some-

\* At the May term of the County Court, in 1673, Isaac Addington was ordered to resign the position of clerk with the records and papers to FreeGrace Bendall, "who is hereby restored to that place." At the July term of court Isaac Addington was appointed Clerk of the County Court, and FreeGrace Bendall Recorder of Suffolk County. Suff. Co. Court Rec., 1671-1680, pp. 108, 139, 153.

<sup>3</sup> Copy attested by Robert Howard, Clerk of the Commissioners Court. Suff. Early Court Files, No. 1225, Paper No. 7.

<sup>4</sup> Endorsed. "Lorphlyn and Pennimans testimony in the Case of capt. Hutchinson agt Blake at Crs: Ct 3 June 1673"; also "Blake agt Hutchinson"

<sup>5</sup> Copy attested as above. *Ibid.*, Paper No. 11.

time in Aprill Last past they being in a pasture belonging to Governor Bellingham deceased formerly, they did see m<sup>r</sup> Anthony Stoddard with the consent of the other Executors (as he said) when he gaue possession of the said past[ure] to Captayne Edward Hutchinson for one whole yeare, they being desired to be witnesses thereto.

Sworne in Court 3 June 1673

as attest Robert Howard Cleric

Cur Comiss.

This is a true Coppie of the originall word for word as it stands on file amongst the Records of said Comissioners Court heild at Boston the said third of July 1673 & out thence drawne & examined the 25 July 1673.

☞ Robert Howard Cleric Cur Comiss.\*

*Testimony of Richard Wayte †*

Cap<sup>t</sup> Edward Hutchinson had a bay horse impounded by John Blake in Boston : Cap<sup>t</sup> Hutchinson replevied the horse for the next County Court to bee held at Boston in July next Ensuing, the very next day the same horse was impounded againe by the saide John Blake whereupon Cap<sup>t</sup> Hutchinson did replevin him againe to bee tried at the Comission<sup>rs</sup> Court to bee held at Boston the third day of June.

p mee Rich: Wayte.

Sworn in saide Comission<sup>rs</sup> Court . 3 . June . 1673.

as Attest. Robert Howard Cleric.

This is a True Coppie of the Originall word for word as it stands on file amongst the Records of saide Comission<sup>rs</sup> Court & out thence drawn & examined the 28<sup>th</sup> July : 1673 p p<sup>r</sup> d<sup>t</sup>

Robert Howard Cleric.

Cur Comiss.

This is a true Coppie as Attests. Isaac Addington Cler

**COPY OF COURT RECORD IN HUTCHINSON vs. BLAKE \***

At a Commissioner<sup>s</sup> Court heild at Boston the third of June 1673.

The Coppie of the Judgm<sup>t</sup> & appeale.

Captaine Edward Hutchinson plaintife against John Blake vppon a replevin of one bay horse of said captaine Edward Hutchinsons Impounded p said Blake &c.

\* Endorsed. "Cop : of Deacons & Eliotts oath in Hutchinsons case agt Blake at Crs : Ct : 3 June 1673."

† Copy attested as above. Chamberlain MSS., I. 27.

\* Suff. Early Court Files, No. 1225, Paper No. 1.

Mr Anthony Stoddard declared in said court, That m<sup>r</sup> John Oxenbridge, m<sup>r</sup> James Allen, with him the said Stoddard, did let vnto said Captayne Edward Hutchinson as tenant for one yeare, The pasture which was the late gofiners neere the neck in Boston, And that he the said Stoddard gaue the said Hutchinson possession thereof, with the consent of the said Oxenbridge and Allen, who both appeared in said Court, and declared to the truth aforesaid. Which said Replevin and all other writings and evidences in the case being red & duely considered by the Court, The said Court found for the plaintife Cost of Court fourteene shillings eight pence money.

The said John Blake appealed from the Judgmt<sup>t</sup> of said Commissioners Court to the Court of Assistance, And he the said John Blake with Richard Wharton his suerty, binds themselves Joyntly and severally in the sume of five pounds vnto the Tresurer of this county and parties therein concerned. That he said John Blake, shall and will prosecute this his Appeale to effect.

This is a true Coppy of the Judgment of Court with the Appeale as it stands uppon record in the said Court booke of Records & out thence drawne & examined the 19 day of August 1673      <sup>¶</sup> Robert Howard Cleric Cur Comiss.

**BILL OF COSTS IN COMMISSIONERS COURT.\***

Edw: Hutchinson bill cost in the Action  
of Repleuen agt Jno Blake./—

	<i>l</i>	<i>s</i>	<i>d</i>
paid by poundage . . . . .	00	00	4
paid the Clerke for the Replevin . . . . .	00	00	06
paid serveing and bond . . . . .	00	01	04
copie of the Govr Bellinghams will . . . . .	00	02	00
Summons for witnesses . . . . .	00	00	02
3 witnesses one day . . . . .	00	04	06
my owne Attendance . . . . .	00	01	06
entering the action . . . . .	00	03	04
fileing papers . . . . .	00	01	00
	00	14	08

Allowed p Cur 3 June 1673  
attest Robert Howard clerc

**REASONS OF APPEAL TO THE COURT OF ASSISTANTS  
BY JOHN BLAKE <sup>10</sup>**

John Blake his Reasons of Appeal from a judgement obtayned against him by Cap<sup>t</sup> Edward

\* Copy attested as above. *Ibid.*, Paper No. 13.

<sup>10</sup> Draft apparently in the handwriting of Richard Wharton with sig-

Hutchinson, at a Commissioners Court at Boston  
held 3<sup>d</sup> June 1673 —

1. The trespass, the Impounding, & Repleving, did arise & were to be Determined vpon a Claime or pretence of title which the then Plaintiff made to Land In possession of the Appellant vallued by the said Hutchinson at two hundred & fifty pounds, the action was not tryable at that Court their power being not higher than for ten pounds —

2. For that the persons from whom Cap<sup>t</sup> Hutchinson Ptends to Deriue his title never had any themselves, the will by him pduced making noe mention of any Land with which they are to Intermeddle But that at winnisymett, as In an other Case is since Determined by the County Court —

3. For that M<sup>r</sup> Stoddard alone, pretending the Consent of m<sup>r</sup> Oxenbridge & m<sup>r</sup> Allen as the testimony declares, gave possession to Cap<sup>t</sup> Hutchinson whereas the paper Called a will saith there must be the Consent of three to make a vallid act, But the Consent of Cap<sup>t</sup> Hutchinson's other two Land Lords appears by nothing but by m<sup>r</sup> Stoddards words till they Came to Court which was about two moneths after possession was given and 14 dayes after the Replevin was executed —

4. That the Appellant had Peacable possession at least three monthes before Cap<sup>t</sup> Hutchinson & Law & Reason Inform that Possession is a good title till a better [is] proved —

5. Where there is noe Damage there Lyes noe action But noe Damage appears to be Done to Cap<sup>t</sup> Hutchinson therefore none is granted him Notwithstanding the Appellant is Condemned to pay Cost of Court by which It is humby pr<sup>e</sup>sumed that it will appeare that the action was vnjust & the Judgement Erronious

P<sup>r</sup> me John Blake

Delivered vnto the Clarke of the comissioners Court  
the 27<sup>th</sup> day of August in the afterpart of said day  
before sonne sett./

as attest Robert Howard Cleric Cur Comiss

CAPTAIN HUTCHINSON'S ANSWER TO BLAKE'S REASONS  
OF APPEAL <sup>11</sup>

Edward Hutchinson his Answer to y<sup>e</sup> reasons  
of Appeale giuen in by John Blake from a

nature of John Blake and endorsement by Robert Howard, Clerk. *Ibid.*,  
Paper No. 9.

<sup>11</sup> *Ibid.*, Paper No. 8; no date.

Judgm<sup>t</sup> obtaind ag<sup>t</sup> him at a Com<sup>is</sup>rs Court  
at Boston held 3 June 1673

To the first

The trespass, Impounding & Repleuing did not arise, nor was not to be determined vpon a claime of title y<sup>e</sup> then pl<sup>t</sup> made to land &c. for there was a replevin before y<sup>t</sup> to y<sup>e</sup> Countie Court, for y<sup>e</sup> trial of the title as tenant to y<sup>e</sup> Countie Court, & bonde giuen in according to law to answer y<sup>e</sup> Damages of y<sup>e</sup> then Defe<sup>t</sup>. & this replin was onely for vniust molestation of him y<sup>e</sup> then pl<sup>t</sup> haueing giuen bond as before, & therefore triable at y<sup>e</sup> Com<sup>is</sup>ioners Court. Further y<sup>e</sup> appealant pleaded it not triable at y<sup>e</sup> Countie Court because he said it was not 40s damage, (& yet his lease — y<sup>t</sup> he p<sup>t</sup>tends to is 50s rent) & at y<sup>e</sup> Com<sup>is</sup>rs Court his plea is it is not triable there because their power is not aboue ten pounds. so he would haue it triable no where.

To y<sup>e</sup> 2<sup>d</sup>

The psons from whome Hutchinson deriues his title, had it by Gou<sup>r</sup> Belinghams Will, they being Executors & Trustees, & by vertue of Executorship had possetion of all y<sup>t</sup> was y<sup>e</sup> late Gou<sup>r</sup> Belinghams. & this in p<sup>t</sup>eculer, being Inventoried & y<sup>e</sup> Inventory allowed, or else how could m<sup>r</sup> Blaik know it was prised at 250<sup>l</sup> by Hutchinson, who was one of y<sup>e</sup> Apprisers of Gou<sup>r</sup> Belinghams estaite. And all Executors are bound by oath to giue a true Inventory of y<sup>e</sup> whole estaite of y<sup>e</sup> deceased. w<sup>ch</sup> was donne accordingly.

To y<sup>e</sup> 3<sup>d</sup>

m<sup>r</sup> Stodard did not p<sup>t</sup>tend y<sup>e</sup> consent of m<sup>r</sup> oxenbrige & m<sup>r</sup> Allen, for it was a reall consent. being hired before of them all three, w<sup>th</sup> all y<sup>r</sup> consents. & he onely appointed by them to giue possetion in all there names, as they declaird in Court.

To y<sup>e</sup> 4<sup>th</sup>

That y<sup>e</sup> Appealant had peaceable possetion 3 months is denyed, for y<sup>e</sup> Executors was in possetion of y<sup>e</sup> land from Gou<sup>r</sup> Belinghams Death, & never legally disposest, & as soone as it was convenient to look after such paster land in y<sup>e</sup> Spring they did it, & as they had before let it so they then gaue me peasable possetion. therefore y<sup>e</sup> Appealants p<sup>t</sup>tens of possetion is Clandestine. & y<sup>e</sup> Executors legall. for y<sup>e</sup> Jury declaird m<sup>r</sup> Wharton had noe right to Lett y<sup>e</sup> land to Blake. & therefore noe power to giue or take possetion.

To y<sup>e</sup> 5<sup>th</sup>

Where as there is no damage there lyes no Action &c. Answ<sup>r</sup> I shall turne y<sup>e</sup> Argument vpon him selfe. for if m<sup>r</sup> Blaie who was indeede y<sup>e</sup> first pl<sup>t</sup> by impounding my horse, had bene damni-  
fied, & his title good, then both y<sup>e</sup> Countie Court & Com<sup>is</sup>rs Court,

would haue giuen him damage. but neither did; therefore his title not good. for my replevin was onely to redeeme my horse & y<sup>t</sup> I might pue I was no trespasser to him. & haueing as I hope proued it fully. for my damage it must be left to an other Action, for a replevin makes no demand of damage, but he y<sup>t</sup> replevies is bound to Answer y<sup>e</sup> others damage & therefore y<sup>e</sup> Judgm<sup>t</sup> not erronius as is p<sup>r</sup>tended.

*Hutchinson vs. Blake*

REPLEVIN TO THE COUNTY COURT <sup>12</sup>

To the Marshall or Constable of Boston or  
either of theire Deputies.

You are hereby Required in his Maj<sup>ties</sup> Name to Replevy one bay horse now impounded by John Blake & deliver the same to Cap<sup>t</sup> Edward Hutchinson provided hee give bond to the vallue of ten pounds with sufficient Surety or Surety's to prosecute his replevin at the next County Court to bee holden at Boston & soe from Court to Court till the cause bee ended & to pay such costs & damages as the saide John Blake shall by law recover against him & soe make a true return hereof under y<sup>r</sup> hand. Dated . 16 . May . 1673.

By the Court Jonath : Negus.

This is a true Coppie as Attests . Isaac Addington Cler  
Endorsed.

I haue replevied a bay horse impounded by John Blake in  
Boston this . 16<sup>th</sup> of May & haue delivered him to Cap<sup>t</sup>  
Edward Hutchinson ꝓ mee Rich : Wayte Marshall.

Wee Edward Hutchinson & Anthony Stodder doe binde o<sup>r</sup> selues  
heires & Executo<sup>rs</sup> unto Richard Wayte Marshall in the sume of  
ten pounds upon condicōn the saide Cap<sup>t</sup> Edward Hutchinson shall  
prosecute his replevin at the County Court to bee held at Boston  
to Effect & soe from Court to Court till y<sup>e</sup> case bee ended & to pay  
such costs & damages as the saide Blake shall by law recover  
against him & that hee shall abide the order of the Court & not  
depart without Licence as Witness o<sup>r</sup> hands this . 16<sup>th</sup> of May :  
1673.

Edward Hutchinson  
This is a true Coppie as Attests . Isaac Addington Cler

<sup>12</sup> Copy attested by the Clerk of the County Court. Chamberlain MSS.,  
i. 25.

COPY OF COURT RECORD <sup>13</sup>

At a County Court held at Boston, July: 29<sup>th</sup> 1673.

Cap<sup>t</sup> Edward Hutchinson plaintiffe against John Blake Defend<sup>t</sup> upon a Replevin : After the Replevin & Evidences in the case produced were read comitted to the Jury & remaine on file with the Records of this Court The Jury brought in a speciall verdict : i. e. if actionable in this Court they finde for the Defend<sup>t</sup> costs of Court

The Magistrates declare it actionable : The plaintiffe appealed from the judgment of this Court to the next Court of Assistants & the saide Cap<sup>t</sup> Edward Hutchinson as principall in five pounds m<sup>t</sup> Anthony Stoddard & m<sup>t</sup> ffreeGrace Bendall as Sureties in fifty Shillings apeice acknowledged themselves respectively bound to the Treasure<sup>r</sup> of the County of Suffolke & party concerned on condition that the saide Cap<sup>t</sup> Edward Hutchinson should prosecute his appeale from y<sup>e</sup> judgment of this Court at the next Court of Assaistants to Effect.

This is a true Coppie as Attests

Isaac Addington Cler.<sup>14</sup>

BILL OF COSTS IN COUNTY COURT.<sup>15</sup>

Cap<sup>t</sup> Hutchinson pl<sup>t</sup>

John Blake Deft his bill of Costs.

for a Coppie of the Replevy . . . . .	£. 0 : 0 : 0
for a Coppie of the letter of Attourney . . . . .	£. 0 . 0 . 0 <sup>(16)</sup>
for Coppies of testimonies frō m <sup>t</sup> Howard . . . . .	£. 0 : 2 : 0
for two mens attendance Viz: myselfe & Ri: Wharton 3 dayes . . . . .	£. 0 : 4 : 6
	£. 0 : 7 : 0
filing papers . . . . .	0 : 1 : 2
	£. 0 : 8 : 2

Allowed. I. A. C

p mee John Blake

This is a true Coppie as Attests. Isaac Addington Cler

BILL OF COSTS IN THE COURT OF ASSISTANTS.<sup>17</sup>

John Blake pl <sup>t</sup>	Upon appeale from y <sup>e</sup>
Mr Oxenbridge & Deft	Commissioners Court

<sup>13</sup> Copy attested as above. Suff. Early Court Files, No. 1225, Paper No. 2.

<sup>14</sup> Endorsed "County Courts judgmt & bond for Appeale."

<sup>15</sup> Copy attested as above. *Ibid.*, Paper No. 12.

<sup>16</sup> Apparently the account is corrected at this point in a different ink.

<sup>17</sup> Draft in handwriting of Richard Wharton. Endorsement. "Allowed E. R. S." in handwriting of Edward Rawson. Suff. Early Court Files, No. 1236.

*Bill of Costs*

for Copyes taken out from mr howard . . . . .	£ 00 : 08 : 08
for my owne Attorneys & witnesses attendance & sumons at Comissioners Court . . . . .	£ 00 : 04 : 06 <sup>(12)</sup>
for Entering my appeale . . . . .	£ 00 : 10 : 00
for my owne & Attorneys attendance 9 dayes at this Court (16 7ber 73.) <sup>13</sup> . . . . .	<u>£ 00 : 15 : 09<sup>(12)</sup></u>

## for filling papers:

Richard Wharton Attorney to J <sup>s</sup> Blake	
Idem agt. Idem vpon appeale from ye County Court	
for my owne & Attourney attendance 3 dayes at ye County Court . . . . .	£ 00 : 04 : 06 <sup>(12)</sup>
for two witnesses 3 dayes . . . . .	£ 00 : 09 : 00
for my owne & Attorneys attendance [9] dayes at this Court . . . . .	£ 00 : 15 : 06 <sup>(12)</sup>
for answer to ye Reasons of appeale . . . . .	<u>£ 00 : : 00<sup>(12)</sup></u>
for filing ye papers	
Allowed E. R. S.	Richd Wharton Attourney
(16 Sept 1673) <sup>14</sup>	To John Blake <sup>15</sup> ]

<sup>12</sup> Figures altered; in the margin written "18d abated."<sup>13</sup> Figures altered; first reading was apparently £01 : 07 : 06. The bill was summed up at this point, but the sum total was cancelled so as to be illegible.<sup>14</sup> Figures altered; in the margin "4s 6 abated."<sup>15</sup> Figures altered; first reading was apparently £01 : 07 : 06.<sup>16</sup> Cancelled in the original; first reading was 1 sh. The sum total, which followed this item, was cancelled so as to be illegible.<sup>17</sup> Written in the margin.<sup>18</sup> Endorsed: "account of Rich. Wharton. Mr Whartons Costs. Sept 73."



## APPENDIX 3

## [OXENBRIDGE ET AL. vs. SMITH]

*Extracts from the Records of the County Court*<sup>1</sup>

At a County Court held at Boston April 29<sup>th</sup> 1673 . . . M<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard Executors<sup>a</sup> to the last will of Richard Bellingham Esq<sup>r</sup> plaintif<sup>fes</sup> cont<sup>a</sup> Leiftenant John Smith of Winnisimmet Defend<sup>t</sup> in an action of the case for not paying unto them the Sum<sup>e</sup> of one hundred pound's for Rent due for the ffarme & fferry at Winnisimmet for the two yeares last past according to an agreement made the thirtieth of January . 1664./ . & all due damages according to Attachment Dat. Aprill : 11<sup>th</sup> 1673. After the Attachment & Evidences in the case produced were read comit<sup>d</sup> to the Jury & remaine on file with the Record's of this Court The Jury brought in their Verdict & founde for the plaintiff's one hundred pound's & cost's of Court. The Defend<sup>t</sup> appealed from the Judgment of this Court to the next Court of Assistant's and gaue bond to prosecute: The saide leif<sup>t</sup> John Smith as principle in two hundred pound's m<sup>r</sup> Richard Wharton & m<sup>r</sup> John Osborne as Sureties in one hundred pound's apeice acknowledged themselves respectively bound to the Treasurers of the County of Suffolke & parties concerned on condic<sup>on</sup> that the saide John Smith should prosecute his appeale from the judgment of this Court at the next Court of Assistant's to Effect. . . . M<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard Executors<sup>a</sup> to the late Richard Bellingham Esq<sup>r</sup> his will, having an action depending in Court against Leif<sup>t</sup> John Smith of Winnisimmet : The Dep<sup>t</sup> Gov<sup>r</sup> declared in open Court his dissent from m<sup>r</sup> Whartons being an Attourney to the saide Smith (who did in open Court declare that m<sup>r</sup> Wharton was the cause of the action) the person viz<sup>t</sup> m<sup>r</sup> Wharton being one under bonds of good behaviour.

<sup>1</sup> Pages 119, 126. The judges present were John Leverett, Deputy Governor; Edw. Ting and Wm. Stoughton, Assistants. For Lieutenant John Smith, see *supra*, pp. 296, 319.

SMITH vs. OXENBRIDGE *et al.**Copy of Court Record*<sup>3</sup>

At a Court of Assistants held at Boston 2<sup>d</sup> September, 1673.

L<sup>t</sup> John Smith Pl<sup>t</sup> against M<sup>r</sup> John Oxenbridge, M<sup>r</sup> James Allen and M<sup>r</sup> Anthony Stoddard Executors to the Last Will of Richard Bellingham Esq<sup>r</sup> In an Action of Appeal from the Judgment of the last County Court in Boston. After the Attachment Courts Judgment Reasons of Appeal & Evidences in the Case produced were Read Committed to the Jury & remain on file with the Records of this Court The Jury brought in their verdict that is a Special Verdict. If he that is an Executor to a part of an Estate disposed of by Will be a legal Executor to the whole of that Estate tho' never disposed of by Will then the Jury find for the Defendants Confirmation of the former Judgment & Cost of Courts, otherwise for the pl<sup>t</sup> Reversion of the former Judgment & Cost of Courts. The Magistrates find for the Defend<sup>ts</sup> Confirmation of the former Judgment & Costs of Courts fifty seven shillings.

A true Copy as Appears of Record

Exam<sup>d</sup> & Elisha Cooke, Cler:<sup>3</sup>

## OXENBRIDGE ET AL. COMPLAINT

*Extract from Court Record*<sup>4</sup>

At a County Court held at Boston Aprill : 28<sup>th</sup> 1674 . . .  
M<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard Executors<sup>5</sup> to the last will & Testament of Richard Bellingham Esq<sup>r</sup> Late Gov<sup>r</sup> deceased, making theire complaint to this Court that m<sup>r</sup> Richard Wharton had unjustly molested & disquieted William Eustas tenant to the s<sup>d</sup> Executors<sup>6</sup> in his possession of one of the Farmes Late the s<sup>d</sup> Governo<sup>r</sup><sup>7</sup> lying at Winnisimmet formerly occupied by Nicholas Rice<sup>8</sup> as tenant to the s<sup>d</sup> Govern<sup>r</sup> & turned the s<sup>d</sup> Eustas his goods out of dores without colour of Law or Lawfull Authority the saide Eustas affirming upon Oath in

<sup>3</sup> Attested copy. Suff. Early Court Files, No. 1220.

<sup>4</sup> Endorsed. "Judgment of the Court of Assistants 2<sup>d</sup> Sept<sup>r</sup> 1673. Smith v. Oxenbridge."

<sup>5</sup> MSS. Records of Suff. Co. Court, 1670-1681, p. 228. Judges present: Governor John Leverett, Simon Bradstreet, Edw. Tyng, Wm. Stoughton, Major Tho. Clarke.

<sup>6</sup> Tenant on a farm at Winnisimmet. *Supra*, p. 427; *infra*, pp. 451-458.

Court that m<sup>r</sup> Wharton had dispossessed him & turned out his goods which the s<sup>d</sup> Wharton also Own<sup>d</sup> The Court Orders that warrant issue out forthwith to the Marshall of Suffolke to deliver to the s<sup>d</sup> Eustas quiet & peaceable possession of the saide Farme house & Land thereunto belonging.]

## CHAPTER X

## GOVERNOR BELLINGHAM'S WILL BEFORE THE GENERAL COURT

At the General Court of May 27, 1674:

"Mr Richard Wharton having presented a petition to this Court,<sup>1</sup> relating to the late Goſno<sup>r</sup> Bellinghams will, the Court appointed a hearing of the case on 29<sup>th</sup> instant, the partjes concerned appearing; the petiçōn & will was read. Mr John Oxenbridge, Mr James Allin, & Mr Anthony Stoddard, & Mr Humphry Dauy,<sup>2</sup> the trustees executo<sup>r</sup>s, objected against the legallity of the letter of attorney. The Court, on consideration of what hath bin alleadged pro et con, by their voat declared that the letter of attorney produced was not legally proved,<sup>3</sup> & so no procedure."<sup>4</sup>

June 3, 1674, Richard Wharton with others having fallen under the displeasure of the Court for reasons not disclosed,<sup>5</sup>

<sup>1</sup> This petition does not appear, but its nature may be inferred from the action of the Court thereon in October.

<sup>2</sup> [See *infra*, p. 458.]

<sup>3</sup> [See *infra*, pp. 461-463, the power of attorney.]

<sup>4</sup> Mass. Col. Rec., v. 6.

<sup>5</sup> [October 24, 1673, Richard Wharton, Joseph Dudson, and others, petitioned for letters of reprisal against the Dutch. The magistrates refused. England and Holland were at war, but Boston wished peace with the Dutch who had regained New York. Joseph Dudson obtained through John Anderson of Salem a commission from the Governor of the Leeward Islands, and seized the Dutch ship Expectation at Nantucket. Captain Dudson's prize needed repairs, and he petitioned to bring her in, with a permit to carry her away to his commission port for adjudication. November 11, 1673, the Assistants gave this permission, reserving the question of jurisdiction. Complaints were entered; Dudson, Wharton, etc., made a protest which offended the magistrates. Its character may be inferred from the following disclaimer: "Wee nor none of us had any intention to reflect upon his Maiesties Authority here established, And that the said protest neither is nor ought to bee interpreted as Confronting the Government and lawes of this colonie, and in pticular the Infringmt of the Jurisdiction of the Court of Admiralty here established." (Mass. Archives, lxi. 11-55.) A second paper signed by them, and owned in court June 3, 1674, led to their censure. (*Ibid.*, 52.) Later English ships were captured. When Commissioners were sent from Boston to New York to protest, the Dutch answered that aggressions did not begin with them, but

it was ordered that he should "be solemnly admonisht, and be disabled for pleading any cause but his owne, except that of M<sup>r</sup> Samuell Bellingham, if legally impowred therevnto, and that he also pay the sume of thirty pounds in money towards the great expences occasioned thereby to this Court."<sup>6</sup>

At the second session of the General Court, October 7, 1674:

"In ans<sup>r</sup> to the petition of M<sup>r</sup> Richard Wharton, attorney to Samuell Bellingham, Esq, the Court judgeth it meet to grant a hearing of the case mentioned in his petitions, and that all parties concerned be summoned to attend the same next after the colledg busines now on foote is heard. Summons issued out accordingly. The said Richard Wharton at the time appeared; so also did M<sup>r</sup> J<sup>n</sup><sup>o</sup> Oxenbridge, M<sup>r</sup> James Alljn, M<sup>r</sup> Anthony Stoddard, & M<sup>r</sup> Humphry Davy, execcuto<sup>r</sup>s & trustees of & to the late will of Richard Bellingham, late Esq & Gouverner of this colony. The Court, having considered the matter relating to the will of the last Gouverner, Richard Bellingham, Esq. and finding by the testimonys of considerable persons (vnto whom the Gouverner declared his minde) at the tyme of making his will, that he intended to haue made a codicill or additions to his will, had not Gods hand disabled him by weakenes of body; also, the Court being informed that there are some parts of the estate of the late Gouverner not disposed of by will, & some other matters of aequity to be considered in that matter w<sup>th</sup> respect to M<sup>r</sup> Samuell Bellingham his onely son & child living, & to his relict, vpon consideration of the whole matter, this Court doe refferr it to the County Court of Suffolke to consider the case, & draw vp something for the full settlement of that estate, according to right & aequity, & for the honour of the deceased, and for such a suiteable releife vnto his son and widdow, according as the law of God & this country doeth provide; and what the said County Court shall doe in the premisses, they are to present it vnto the next Court of Election for their consideration; morcouer, it is referred to the said County Court to vse their best endeavour that the execcuto<sup>r</sup>s & trustees of the late Gouverner doe deliuer vnto M<sup>r</sup> Samuell Bellinghams attorney,

with the capture of the ship at Nantucket, and difficulties on Long Island. This affair was calculated to prejudice the authorities against Richard Wharton. See MSS. Records of Suff. County Court, 1671-1680, p. 407, October, 1676, for two cases in which Wharton was nonsuited because he could plead no cause save his own and that of Samuel Bellingham.]

\* Mass. Col. Rec., v. 13. [In the margin is the record, — "They all submitted to ye sentence except Mr Wharton, J.A." See also *ibid.*, 153, 397, 426; Suff. Early Court Files, No. 1353; Mass. Archives, lii. 352.]

Richard Wharton, one hundred pounds in mony, to be transmitted vnto M<sup>r</sup> Bellingham as soone as may be, for his support & necessary reliefe." <sup>7</sup>

The records of the County Court under the foregoing order are imperfect. But during the pendency of the Will before the General Court the rights of the parties to the Governor's estate were litigated in the Court of Assistants.<sup>8</sup>

At the General Court of May 12, 1675:

"In ans<sup>r</sup> to the peti<sup>o</sup>n of M<sup>rs</sup> Penelope Bellingham, humbly desiring the favour of this Court to grant hir liberty to w<sup>th</sup>drawe her peti<sup>o</sup>n, the Court judgeth it meete to grant hir request, and accordingly it was withdrawn." <sup>9</sup>

"In ans<sup>r</sup> to the peti<sup>o</sup>n of Richard Wharton, in relation to his complaints in behalfe of Samuel Bellingham, Esq<sup>r</sup>, his peti<sup>o</sup>n, w<sup>th</sup> some other papers presented w<sup>th</sup> it, being lajd aside, and the Court ready to break vp, that they cannot now stay to issue it, which they are desirous of, and doe therefore order, that the secretary give notice to the trustees of the late Gofno<sup>r</sup> Bellinghams will, as also to M<sup>r</sup> Richard Wharton, that the case is to be heard & determined the next sessions, the second day of the sd Court, that they giue their attendance accordingly." <sup>10</sup>

Indian affairs were in a critical condition at this time, and therefore the following order of the Court:

At the second session of the General Court, October 13, 1675:

"The case depending between the ouerseers of the late honored Gofno<sup>r</sup> Bellinghams will & M<sup>r</sup> Richard Wharton, the Court judg-

<sup>7</sup> Mass. Col. Rec., v. 24, 25. [At the term of the County Court beginning October 27, 1674, is the following (p. 281): "In pursuance of an Order of the Generall Court respecting the will of the Late Goveurt. Richd. Bellingham Esqr. The Court Orders the Clarke to suions the Excers. of sd. will & m<sup>r</sup>; Richd. Wharton to attend on thursday. 12. Novembr. instant, after Lecture with reference to the sd. Order." There is no further reference to the subject in the Court record. From Richard Wharton's account in February, 1681/2, it is probable that the £100 was paid. Also after this the rents of the Ferry farm were paid to Wharton; they were not apparently before this. *Infra*, p. 464. Governor Bellingham's will gave his son a life lease of the Ferry farm. £100 was two years' rent.]

<sup>8</sup> [This note has been placed as an appendix to this chapter.]

<sup>9</sup> Mass. Col. Rec., v. 35. This petition does not appear.

<sup>10</sup> *Ibid.*, 36.

eth it meete the hearing thereof be waved this sessions, & referred to the next Court of Election, (the publicke affayres of the country being at present more necessary to be attended,) and the same to be heard the 3<sup>d</sup> day of the second weeke of the sajd sessions, & the partjes convened to haue legall warning for their appearance accordingly." <sup>11</sup>

*[Letter from the King to the Governor and Council  
of Massachusetts <sup>12</sup>*

*Charles R.*

Trusty and Welbeloved Wee greet you well, Whereas Our Loving Subject Samuel Bellingham hath presented — Us a Petition Setting forth That Richard Bellingham his Father late Governour of the Massachusetts Colony in New England died about two year's since possessed of a considerable reall and personal Estate, and notwithstanding his several Declaraçons before credible Witnesses of his Intençon to give his whole Estate to his said Son (being his onely Son and Heire) some short time before his death, yet by the contrivance of some persons about him, takeing advantage of the Petitioners absence (who was then in Germany by his fathers consent to emprove himselfe in the Study of Physick) and of his

<sup>11</sup> Mass. Col. Rec., v. 56.

<sup>12</sup> [Copy attested by the Secretary of the Colony. Suff. Early Court Files, No. 6040. Judge Chamberlain knew of this document, but was unable to find it; the court files have been recently put in order. December 18, 1675, Governor Leverett wrote to Sir Joseph Willamson: "Received in November the King's commands of Aug. last referring to Mr. Bellingham's business, which was under consideration before and had been heard but deferred until May court by reason of the present troubles." (Calendar of Eng. State Papers, Colonial Series, ix., — Amer. & West Indies, 1675-1676, No. 745.)

"At a County Court held at Boston by adjournment of the General Court. Novembr. 23<sup>o</sup>. 1675 . . . Rich<sup>d</sup>. Wharton — Attourney to Sam<sup>l</sup>. Bellingham the onely Sonn & heire of Rich<sup>d</sup>. Bellingham Esqr. decd. plaint: agt. Jeremiah Belcher Defendt. according to attachmt. dat: Octobr. 18<sup>o</sup>. 1675. The plaint. was non Suted upon non appearance." (MSS. Records of Suff. Co. Court, 349.) Presumably before October 18, 1675, Wharton received news that the application to the King had been successful, and instituted this suit; but when the Court met, dropped it, awaiting the action of the General Court, the following May. To have disturbed Jeremiah Belcher as Rice was disturbed would have been a severe hardship, as Belcher had paid a fine to reduce the rent of his farm, and held a lease of it for the lives of his wife and his stepson, John Center (still a minor). See *infra*, p. 464, a reference to this letter from the King in the account rendered by Richard Wharton, February, 1681/2.]

said father not being Compos mentis, with other indirect practises a Will was signed by his said father not onely contrary to his fore-said Declaracon but almost to his utter ruine; Informing Us also That whereas Considering the agedness of his said father and his own absence in his Travells he had by Letter of Attourney Authorized and appointed Richard Wharton a Merchant Resident in Boston at the time of his said Fathers Decease to Enter in his Name upon his said fathers Estate, as not Imagening that it could be so disposed from him, and the rather because his said Father Sold and Engaged several Lands in this Our Kingdom which were entayled upon the Pet<sup>r</sup>.<sup>12</sup> for the better Settling of him in his possession there; That although his said Attourney had entred several caveats against the Probate of the said Will, yet contrary to Law through the Combination and Interest of the persons named Executors and Trustees a Probacon of the said will hath been Obtained; But forasmuch as the same hath not yet passed the General Assembly he conceives he is not to be concluded by it; being contrary to the Established Laws of that our Colony.

And hath therefore humbly besought Us to Interpose with you that he may be Reheard.

Wee having taken the circumstances of his case into Our Consideracon, and finding his Request so reasonable, That Wee question not but you will comply with the same, have thought fit accordingly to Recommend it unto you in very especial and Effectual manner that you allow the said Samuel Bellingham a Speedy Rehearing of his cause according to the Laws of that Our Colony; And although Wee promise Our Selfe from your prudence and Integrity that you will proceed therein with that indifference that becomes the dispensing of Justice; Yet at the instance of Our said Subject Wee could not Refuse to add Our recommendation likewise — that you will not suffer the Interest or Credit of any persons who may be party's in the Case either to Obstruct a Rehearing or to prevayle above the Merits of the Cause; but that the Same may be Determined Impartially and without favour or Affection to either Side. And of your proceedings herein our Pleasure is that an Account be returned unto Us under the Seale of your Judicature by the hands of Our Secretary of State.

And whereas Wee are Informed that some Injuries have been heretofore Offered to the Attourney of the said Samuel Belling-

<sup>12</sup> [Richard Bellingham was the eldest son and heir of William Bellingham Esq., Lord of the Manor of Brombye Woode, Lincolnshire. He was recorder of Boston, England, from 1625 until his resignation, November 8, 1633. See N. E. Hist. and Gen. Reg., xxxvi. 381-386 for his line of descent, and his sale of lands in England.]



ham in acting for him, Wee do further Recommend it unto you that you take care that the said Attourney or who else the said Samuel Bellingham shall employ, be protected from all Attempts or injurious practices for the future in the prosecuting of the said cause. And so Wee bid you farewell. Given at Our Court at Windsor the last day of August 1675. In the Seven and Twentieth year of Our Reign. —

By his Ma<sup>ty</sup>s. Command  
H Coventry —

Superscribed  
To Our Trusty and Welbeloved  
the Governour and Councell  
of the Massachusetts Colony  
in New-England now and for  
the time being. —

Scaled with the Privy Seal./.

Upper Office in the  
Court Chamber./.

A true Copy of the Original  
Letter on file in the Sec-  
retary's Office in Boston,  
with other Letters from his  
Majesty  
examined. therewith. <sup>¶</sup>  
Is<sup>a</sup>. Addington Secry]

[At the General Court of May 3, 1676, the date in the margin of record being] May 20, 1676:

"The case of D<sup>r</sup> Bellingham, referring to his fathers will, hau-  
ing been often ordered an hearing, but, through other vrgent pub-  
lick occasions, hitherto delayed, and M<sup>r</sup> Wharton, his agent, being  
shortly to goe for England, it is ordered, that all partjes concerned  
be warned to attend to morrow by eight of the clock in y<sup>e</sup> morning,  
and that then this Court will giue them an hearing to an issue." <sup>14</sup>

"Att a speciall Generall Court, called and assembled together  
by Order of the Council," August 9, 1676: <sup>15</sup>

"It is ordered, that the case of M<sup>r</sup> Samuel Bellingham, depend-  
ing, be heard at the next meeting of this Court on the eighth day

<sup>14</sup> Mass. Col. Rec., v. 98.

<sup>15</sup> [This Court was called to consider the King's letter regarding the complaints of Gorges and Mason. Dated March 10, 1675/6, it had been brought over in the summer of 1676 by Edward Randolph. The Colony was ordered to send over agents within six months to make answer. Hutchinson, Hist. of Mass. (ed. 1795), i. 281.]

of September next, at nine of the clock in the morning, and that all persons concerned haue notice by the secretary accordingly.<sup>16</sup>

["The case of Dr Samnel Bellingham, referring to his fathers will, haning bin often ordered on hearing, but, through other vrgent publicke occasions, hitherto delayed, and M<sup>r</sup> Wharton, his agent, being shortly to goe for England, it is ordered, that all partjes concerned be warned to attend tomorrow by eight of the clocke in the morning, and that then this Conrt will giue them an hearing to an issue.]

"M<sup>r</sup> Richard Wharton, attorney, in behalfe of M<sup>r</sup> Samuel Bellingham, p<sup>t</sup>iff, against the executors of his honno<sup>d</sup> ffather, Richard Bellingham, Esq, deceased, as also the sajd execcutors appearing before the Generall Court, the sajd plantiff being called to declare his complaint, sajd that he could not well proceed, by reason of sundry of his wittnesses were absent; and at his request both partjes are dismissed."<sup>17</sup>

["At the Sessions of the Generall Conrt, specially called, sitting in Boston,"] September 6, 1676.<sup>18</sup> "This Court, hauing fully heard and duely considered the case refferring to the instrument called the will of Richard Bellingham, Esq, late Gou<sup>no</sup>r, deceased, together with the seuerall pleas and allegations of M<sup>r</sup> Richard Wharton, attorney to M<sup>r</sup> Samuel Bellingham, plaintiffe, against the legality of the sajd will, and of M<sup>r</sup> James Allin & M<sup>r</sup> Anthony Stoddard, appointed ffeoffees in trust, and executo<sup>r</sup>s to the sajd will, deffendants, doe give their jndgment in the case, that is to say, that the sajd will is illegall, & so null and voyd in law, and orders the chardg of hearing this case to be tenn pounds, as costs, to be payd out of the estate of the deceased."<sup>19</sup>

#### *Richard Wharton's Petition*

"To the Hon<sup>ble</sup> the General Conrt

The humble Petition of Richard Wharton Attorney to M<sup>r</sup> Samuel Bellingham/. Sheweth, That s<sup>d</sup> M<sup>r</sup> Bellingham having now

<sup>16</sup> Mass. Col. Rec., v. 101.

<sup>17</sup> *Ibid.*, 101, 102.

<sup>18</sup> [At this Court William Stoughton and Peter Bulkley, Speaker of the House of Delegates, were chosen agents to carry the reply to the King's letter (*Supra*, note 15.) "The mission was important, perplexing, and delicate. Not only were the complaints of Mason and Gorges to be met, but likewise the representations of the 'odious and rapacious' Edward Randolph respecting the opposition to the navigation laws, besides the complaints in relation to the persecution of the Quakers." Sibley, *Harvard Graduates*, i. 196, 197.]

<sup>19</sup> Mass. Col. Rec., v. 105.

for near four years been kept from his estate & so exposed to great Sufferings & unreasonable Charge in prosecution of his Right against the pretended Executors to his ffathers will the Jlllegality of which Jnstrument God hath given you Wisdome to discerne & determin and so far honoured you as his Jnstruments in Relieving the oppressed. That the full and final determination of this Case being by his Majesty Recommended<sup>20</sup> to this Honoble Court and the bleeding Condition of the Estate craving Speedy Administration thereupon.

Your Petitioner in s<sup>d</sup> M<sup>r</sup> Bellinghams behalf humbly prays that Letters of Administration may be granted him by this honour<sup>d</sup> Court: And that a Committee of Uninterested & Expert persons may be Appointed to Receive & Examine the pretended Executors Accounts and make Report of the same to this hon<sup>d</sup> Court at their next Session, that so all matters of future Controversie may Cease and his Majestys Recommendation may be fully Complied with, and your Petitioner obliged to make Report of your Justice.

And as in duty bound to pray.

Richard Wharton.<sup>21</sup>

Jn Answer to the Petition the Deputies Judge Meet that Administration to the Estate of Richard Bellingham Esqr deced be granted unto M<sup>r</sup> Sam<sup>l</sup> Bellingham Son to the s<sup>d</sup> deced & in his absence to his Lawfull Attorney by the Secretary and that there be a Committee Appointed to Examine the Accounts of the feoffees and Executors so Called to the pretended Will of s<sup>d</sup> Richard Bellingham Esqr who are to make Report of what they shall do in pursuance hereof to the Session of the General Court in October next

<sup>20</sup> *Infra*, p. 465, note 6 [also *supra*, p. 444.]

<sup>21</sup> The people of Winnisimmet doubtless entertained no good wishes towards Samuel Bellingham's attorney, Richard Wharton. He was the man who upset the Governor's will which gave them a fine estate of four large farms, inventoried at £1920; and, moreover, he fell under the displeasure of the Great and General Court for some alleged offence. [*Supra*, note 5.] But it seems that he was unjustly dealt with, for on June 1, 1677, the Court, "In answer to the petition of M<sup>r</sup> Richard Wharton, humbly desiring that the sentence of this Court in May, 1674, laying a restraint vpon him from pleading any cause but his owne & M<sup>r</sup> Bellinghams, thro a misrepresentation of matters then charged on him, that he maybe released therefrom, &c. the Court judgeth it meet to grant his request therein." (Mass. Col. Rec., v. 153.) And six years later Wharton representing that he had suffered greatly in consequence of the first judgment against him, the Court, March 30, 1683, gave him a thousand acres of land in Maine, as a compensation. (*Ibid.*, 397.) For more about Richard Wharton and his family, see 6 Mass. Hist. Soc. Coll., v. 9 note, 25, 56, 86, 93, 187, 228, 377. He died in London, May 14, 1689; but see "Gleaner," in Boston Rec. Com. Rep., v. [*Supra*, p. 400.]

& do Nominate and appoint Capt Laurence Hammond & Cap<sup>t</sup> John Wayt to be of said Committee in Conjunction with such as our honoured Magistrates shall appoint desiring their Concurrence herein

W<sup>m</sup> Torrey Cleric

13 September 1676. Consented to by the Magistrates who also appoint M<sup>r</sup> Edward Tyng to join with mentioned Gent<sup>l</sup> as the Committee.

Edward Rawson Sec<sup>ry</sup> 22

At the second session of the General Court, October 11, 1676:

"Whereas this Court hath declared that the will of the late Go<sup>u</sup>n<sup>r</sup>, Rich<sup>d</sup> Bellingham, Esq, was voyd in law, & the law providing that due care be taken for the widdow or relict of the deceased, it is therefore ordered, that this matter be issued & determined by this Court, and that the money resting due from the late trustees remayne in their hands untill the said settlement be made." 23

At the General Court, June 1, 1677:

"In answer to the motion of M<sup>rs</sup> Penelope Bellingham, 24 the relict widdow of the late hono<sup>r</sup>able Go<sup>u</sup>nour, Richard Bellingham, Esq, deceased, this Court doth order, that she shall have his

<sup>22</sup> Chamberlain MSS., l. 39. [Endorsed: "A true Copy Exam<sup>d</sup> with the Original on file p Jsaac Addington Sec<sup>ry</sup>. A true Copy Exam<sup>d</sup> p Ellsha Cooke Clr." The vote of the Court is recorded in] Mass. Col. Rec., v. 105, 106.

<sup>23</sup> Mass. Col. Rec., v. 131. The date in the margin is October 25.

<sup>24</sup> Penelope Bellingham, second wife of Governor Bellingham, was married under peculiar circumstances. Winthrop, November 9, 1641, says:—"The young gentlewoman [Penelope Pelham] was ready to be contracted to a friend of his [the governor], who lodged in his house, and by his consent had proceeded so far with her, when on the sudden the governour treated with her, and obtained her for himself. He excused it by the strength of his affection, and that she was not absolutely promised to the other gentleman. Two errors more he committed upon it. 1. That he would not have his contract published where he dwelt, contrary to an order of court. 2. That he married himself contrary to the constant practice of the country." (Savage, Winthrop, il. 43.) This caused scandal, which the Court took notice of; but nothing followed. They had two sons and two daughters, all of whom died before the father. The governor died December 7, 1672; his widow May 28, 1702. Sewall says: "At 5 p.m., Madam Bellingham dies, a vertuous Gentlewoman, *antiquis Moribus, prisca fide*, who has liv'd a widow just about 30 years." Diary, il. 56. He was a pall bearer at her funeral. *Ibid.*, l. 469.

dwelling house in Boston, & lands joynig, & other buildings adjacent, as also the farne now occupied by Samuell Townsend, during her naturall life, as also the household stuffe left her in the house, together with the ballance of M<sup>r</sup> Stoddards acco<sup>t</sup>, which is forty six pounds thirteen shillings, to be at her dispose, with two cowes she had, & 5<sup>l</sup> lent her, & three pound odd moneys in stuffe for a gowne, delivered by the trustees, provided allwayes that she shall not make any strey or wast of wood or timber, & at her chardge, from time to time, & at all times, keep the houses & fences tenantable & in good repaire." <sup>25</sup>

Thus it appears that after many years of litigation in the lower courts, the General Court, on the King's recommendation, set aside Governor Bellingham's will and committed the administration of his estate to his son, Samuel Bellingham, meantime making provision for the support of his widow. As the decision of the court of last resort this would seem to have settled the matter; but Mr. James Allen, the principal trustee, was able, aggressive, and persistent, and the General Court, in taking original jurisdiction of the probate of wills which by law it had committed to the County Court,<sup>26</sup> gave him an opening of which, as we shall see, he availed himself thirty years afterwards; and thereby controversy was continued for more than eighty years.

<sup>25</sup> Mass. Col. Rec., 142, 143. [Compare her agreement with the Trustees, *supra*, p. 398. According to the inventory of the Governor's estates (*supra*, p. 427), this was a liberal allowance.]

<sup>26</sup> [See *infra*, p. 528, note 4.]

## APPENDIX

"ATT a Court of Assistants held at Boston 2<sup>d</sup> of march 1674[1675] 1<sup>st</sup> Jur m<sup>r</sup> Joseph Belknap & Richard wharton Attorney<sup>s</sup> to & in behalfe of Nicholas Rice plaintiffe in an Accon of Appeale from the vrdict of the Jury & Courts Judgment in the County Court at Boston in January last ag<sup>t</sup> m<sup>r</sup> Jn<sup>o</sup> Oxenbridge James Allen Anthony stoddard & Humphry Davy trustee<sup>s</sup> & executo<sup>s</sup> to the last will & Testament of Richard Bellingham Esq<sup>r</sup> deceased = After the Courts Judgment reasons of Appeale and evidences in the Case produced were read Comitted to the Jury & remajne on file w<sup>th</sup> the Reccords of this Court the Jury brought in their vrdict they found for the plantiffs A reuersion of the former Judgment & Costs of Courts three pounds twelve shillings & ten pence:"= <sup>1</sup>

This record tells but little; but from the proceedings on the appeal it appears that the trustees sued Nicholas Rice, tenant of the Rice farm (Shurtleff farm), for the rent which the Governor by his will had given to Mrs. Bellingham for life.<sup>2</sup> The case having gone against him in the County Court, he appealed to the Court of Assistants, where the judgment was reversed, as appears above. Though the reasons are full of irrelevant verbiage I print them as they set forth the objections to the Trustees' right of action, as claimed by the heir-at-law. The Reasons allude to some

<sup>1</sup> Records of the Court of Assistants, i. 24.

[Other papers in this case follow, yet the file is incomplete, and it does not appear whether by this verdict the jury intended to overrule the decisions of September, 1673, or whether this case was differentiated in some particulars from the other rentals at Winnisimmet. The reasons of appeal point out technical flaws in the proceedings; the following receipt suggests that the flaw pointed out by Wharton in the evidence of John Deacon may have been more than technical: "Rescued of Nicholas Rice for the years 1667 1668, 1669 1670 for his Rent each yeare ten pounds for halfe the farm I say rescued 26. 11: 1670 by mee Rl. Bellingham." (Mass. Archives, C. 128; also *supra*, p. 439. At the July term of the County Court, in 1674, the Trustees sued Edmund Chamberlain of Malden for two years' rent of a parcel of marshland. They recovered, and no appeal was taken. (Suff. Co. Court Records, 244.) Presumably this was a part of the Island End Marsh.]

<sup>2</sup> See, *supra*, p. 398, the agreement between the Trustees and Mrs. Bellingham.]

objections to Samuel Bellingham's power of attorney to Richard Wharton, and therefore, as well as for one or two facts which the power contains, I print that also.<sup>3</sup>

*[Lease from Wharton to Rice*

This Indenture made the first day of January, 1672, between Richard Wharton, of Boston, Merchant Attourney to Doctor Samuel Bellingham, Son & heire to Richard Bellingham, Esq<sup>r</sup> on the one part & Nicholas Rice of Winissimet husbandman, on the other part Witnesseth, that the saide Richard Wharton, as an Attourney aforesaide hath & doth, by these presents grant set & to Farme Lett unto the saide Nicholas Rice all that Farme & all those uplands Meadow & pasture now in his possession, & occupation, with all houses outhouses & Edifices upon the same late belonging to & the Estate of the saide Richard Bellingham, Esq<sup>r</sup> deceased To have & to hold the premisses with all privilegedes & appurtenances to the same now belonging to him the saide Nicholas Rice for [and] during the full terme & time of one whole yeare to commence from the five & twentieth of March next ensuing to him the s<sup>d</sup> Nicholas Rice his heires adm<sup>rs</sup> & assigne, and that the saide Nicholas Rice doth for himselfe adm<sup>rs</sup> & assignes Covenant & engage to pay to the s<sup>d</sup> Richard Wharton or the Attourney of the s<sup>d</sup> Samuel Bellingham for the time being the Sume of twenty pounds in good sound & Merchantable provisions at price curr<sup>t</sup> at the Town of Boston, within the aforesaide time to the acceptation of the saide Wharton, or Attourney of s<sup>d</sup> Bellingham, and that hee the s<sup>d</sup> Rice his adm<sup>rs</sup> or assignes shall not commit or suffer any wast, and at the Expiration, of the s<sup>d</sup> term, render and deliver quiet possession of the s<sup>d</sup> premisses to the saide Bellingham his Attourney or assignes. In Witness whereof the party's hereunto haue interchangeably Set their hands & Seales this first of January, 1672

Witnesse  
John Blake  
Thomas Bendish  
Peter Lorphelin

Ri : Wharton . Attourney  
to m<sup>r</sup> Sam<sup>l</sup> Bellingham  
& a Seale.

Own<sup>d</sup> in Court, Janur : 29, 1674. by  
m<sup>r</sup> Wharton attests. Is<sup>a</sup> Addington Cler.

<sup>3</sup> [The papers included in brackets have been discovered since Judge Chamberlain wrote, in Suff. Early Court Files, No. 1353, Papers Nos. 2 and 3. They are endorsed: "Ri: Whartons Leas to Rice & Rices Letter of Attourney."]

This is a true Coppie of the Originall on file  
as Attests . Is<sup>a</sup> Addington Cler.

*Power of Attorney from Nicholas Rice*

Know all men by these presents that I Nicholas Rice of Redding sometimes Tenn<sup>t</sup> to Richard Bellingham, Esq<sup>r</sup> late Governor & since to Doct<sup>r</sup> Sam<sup>l</sup> Bellingham, his onely Sonn, as by a lease (bearing date the first of January, 1672) of a Farme at Winnisimmet hired of Rich<sup>d</sup> Wharton, Attourney to Doct<sup>r</sup> Sam<sup>l</sup> Bellingham may appeare & for as much as the s<sup>d</sup> Rich<sup>d</sup> Wharton, as Attourney to the s<sup>d</sup> Doct<sup>r</sup> Bellingham, did upon the day aforesaide by a Writing under his hand & Seale warne advise & require mee the s<sup>d</sup> Nicholas Riee & the rest of the Tenn<sup>ts</sup> at Winnisimmet to detaine & keepe in our hands all the rents issues & profits of the respective Farmes in our possession, obligeing to warrant & secure us for soe doing as by the s<sup>d</sup> Writing may more fully appeare: And Whereas m<sup>r</sup> John Oxenbridge dec<sup>d</sup> m<sup>r</sup> James Allen, m<sup>r</sup> Stoddard & m<sup>r</sup> Davy have comēced an action, at the County Court of Boston, ag<sup>t</sup> mee for the rent of s<sup>d</sup> Farme hired of s<sup>d</sup> Wharton, as afores<sup>d</sup> & the s<sup>d</sup> Wharton, having given his Obligation, to the Constable of Redding (by w<sup>ch</sup> I was Attached in the Action, afores<sup>d</sup>) for my appearance to answer the same Now for the Reasons aforesaide I doe hereby request Authorize & impower my Loving bro: Joseph Belknap of Boston Glover & the s<sup>d</sup> Richard Wharton or either of them to appeare answer & make plea to the s<sup>d</sup> Action, in my behalfe as being Tenn<sup>t</sup> to & Sued for the rent of a Farme I possessed as afores<sup>d</sup> in the right of Doct<sup>r</sup> Sam<sup>l</sup> Bellingham ; also in all that refers to the premisses to bee my Attourney's & to doe all that is necessary for my defence in the afores<sup>d</sup> case or any other action, that may bee brought ag<sup>t</sup> mee upon the grounds or reasons afores<sup>d</sup> And I doe further request the s<sup>d</sup> Wharton, according to his afore recited Obliga<sup>con</sup>, in ease of Judgement ag<sup>t</sup> mee to Satisfy & discharge the same, or else w<sup>th</sup> the s<sup>d</sup> Joseph Belknap if they see eause to appeale from the same & to do whatever else may to them, seeme most expedient in the premisses & I doe hereby promiss to ratify & confirme the same. Witness my hand this, 27, of January Ann<sup>o</sup> Domini. 1674.

Nicholas N Rice & a Seale.  
his mark

Signed Sealed & Delivered  
in presence of  
Joseph Dudley  
Tho: Woodbridge.



Nicholas Rice acknowledged this Writing to bee his act & Deed this 28<sup>th</sup> of January, 1674 before mee Simon Bradstreet Assis<sup>t</sup>

This is a true Coppie of the Originall on file  
as Attesta. Is<sup>a</sup> Addington Cler.

*County Court's Judgment \**

At a County Court held at Boston — January 26<sup>th</sup>. 1674  
[1675] —

M<sup>r</sup> John Oxenbridge, m<sup>r</sup> James Allen, m<sup>r</sup> Anthony Stoddard & m<sup>r</sup> Humphry Davie Trustees & Executors<sup>r</sup> to the last Will and Testament of Richard Bellingham deceased plaint<sup>r</sup> ag<sup>t</sup> Nicholas Rice of Reding Defend<sup>t</sup> in an action of debt for non payment of florty pounds for two yeares Rent for a ffarme at Winnisiuēt payable in March: 1673 . 1674 . w<sup>th</sup>. all due damages according to Attachm<sup>t</sup> Dat. Decemb<sup>r</sup> 1<sup>o</sup> 1674.

The Attachm<sup>t</sup> & Evidences in the case produced being read committed to the Jury & remaine on file with the Records of this Court, The Jury brought in theire Verdict, they founde for the plaint<sup>r</sup> florty pounds of w<sup>th</sup> ffive pounds to bee paide in Silver & costs of Court, allow<sup>d</sup> by the Court, thirty six Shillings & four pence; Joseph Belknap & m<sup>r</sup> Richard Wharton as Attourney's &<sup>a</sup> in behalfe of the Defend<sup>t</sup> appealed from this Judgem<sup>t</sup> unto the next Court of Assistants & themselves as principalls in Eighty pounds & m<sup>r</sup> Jn<sup>o</sup> Saffin & Tho: More as Sureties in . 40<sup>li</sup> apeice, acknowledged themselves respectiuey bound to the Treasuro<sup>r</sup> of the County of Suffolke & party's concerned on condicon that the s<sup>d</sup> Joseph Belknap & Richard Wharton. as Attourney's afores<sup>d</sup> should prosecute theire appeale from the Judgement of this Court at the next Court of Assistants to Effect.]

*Reasons of Appeal to the Court of Assistants \**

Joseph Belknap & Richd Wharton Attourneys to, & for And in behalfe of Nicholas Rice Their Reasons of Appeale from y<sup>e</sup> Judgm<sup>t</sup> of y<sup>e</sup> County Court held att Boston January 26 : 1674 : In an action Comenced ag<sup>t</sup> y<sup>e</sup> s<sup>d</sup> Rice by M<sup>r</sup> J<sup>o</sup> Oxenbridge M<sup>r</sup> James Allen M<sup>r</sup> Anthony Stodder & M<sup>r</sup> Humphrey Davy p<sup>r</sup>tended Trustees & Ex<sup>r</sup>s To y<sup>e</sup> last will of Richd Bellingham Esq<sup>r</sup> Deed

\* Records of Suff. Co. Court. 1671-1680, p. 203.

\* Chamberlain MSS., I. 35. {Draft presumably by Richard Wharton; endorsement by Isaac Addington; autograph signatures.}

1<sup>t</sup> Because M<sup>r</sup> Stodder one of y<sup>e</sup> y<sup>a</sup> pl<sup>ts</sup> appearing w<sup>th</sup>out a power to Sue & y<sup>e</sup> Appell<sup>ts</sup> takeing exeption, & Demanding a Non-suite, according to Law, & practice In other Cases, y<sup>e</sup> Court were pleased to deny y<sup>e</sup> pl<sup>ts</sup> plea, & respit y<sup>t</sup> accōn, & Call another, till M<sup>r</sup> Stodder went to looke for a power as he p<sup>t</sup>tended; & haveing Brought w<sup>t</sup> he could find, & y<sup>t</sup> alsoe exepted ag<sup>t</sup>, as in suffic<sup>t</sup> y<sup>e</sup> originall Records were brought forth to furnish him : w<sup>ch</sup> in regard he might have had Coppyes thereof, for his money, & p<sup>d</sup>uced no Licence To Sue f<sup>o</sup>rma Pauperis, neither his case being of any publike importance, & in regard y<sup>e</sup> Appell<sup>ts</sup> are constrained to produce & pay for y<sup>e</sup> Coppies of those records, w<sup>ch</sup> he was accomadated w<sup>th</sup> as afores<sup>d</sup> they humbly leave it to Consideracō whether y<sup>e</sup> Courts p<sup>o</sup>ceedings were heerin agreeable to y<sup>e</sup> Method of Courts in other Cases; & to y<sup>t</sup> law Title Strang<sup>r</sup> & to those Gentile Rules of Justice w<sup>ch</sup> our law appoints to be administred without P<sup>t</sup>iallity, & delay : And if this seem not a suffic<sup>t</sup> Reason of Appeal, they humbly offer their pleas in y<sup>e</sup> form<sup>t</sup> Court, as Reasons for their Appeale to this.

1<sup>t</sup> Because y<sup>e</sup> y<sup>a</sup> pl<sup>ts</sup> had no legall power to Sue — .

2<sup>d</sup> — Because they had neither any legall interest in nor Equitable title to y<sup>e</sup> Rent Sued for. y<sup>t</sup> y<sup>e</sup> y<sup>a</sup> pl<sup>ts</sup> had no legall power y<sup>e</sup> appell<sup>ts</sup> thus demonstrate.

1<sup>t</sup> — Because y<sup>e</sup> p<sup>t</sup>tended Will allows not less y<sup>a</sup> three to make a valid act, but there was none but M<sup>r</sup> Stodder in Court to make this act valid, nor Could there possibly be three, as y<sup>e</sup> Will requires for M<sup>r</sup> Oxenbridge is dead; in whose name y<sup>e</sup> p<sup>o</sup>cess Issued; & Law & Reason saith y<sup>t</sup> y<sup>e</sup> action dyes w<sup>th</sup> y<sup>e</sup> p<sup>o</sup>son. & M<sup>r</sup> Stodder (Thanke him for it) brought y<sup>e</sup> originall record to tell vs y<sup>t</sup> M<sup>r</sup> Russells had Renounced; so y<sup>t</sup> him<sup>s</sup>elfe & y<sup>e</sup> Will maker, who also was absent are all y<sup>t</sup> remaine to make a valid act; And to supply y<sup>e</sup> want of one, M<sup>r</sup> Davies name (but not his p<sup>o</sup>son or power) is brought in (But to free him from y<sup>e</sup> trouble of attendance) y<sup>e</sup> appell<sup>ts</sup> Say y<sup>t</sup> y<sup>e</sup> p<sup>t</sup>tended Will allowes no Supnumeraries. four are y<sup>e</sup> number ordained, & there is no roome for a fifth, nor for y<sup>e</sup> Choice of a successor to any of y<sup>e</sup> four, till some of y<sup>a</sup> be dead or remoued, & so Judged vncapeable by y<sup>e</sup> rest; But M<sup>r</sup> Davies Comission is signed by all y<sup>e</sup> first four, whereby each owns him<sup>s</sup>elfe; & every three ownes y<sup>e</sup> fourth Capeable of acting: therefore none of y<sup>a</sup> Deed, or removed nor Judged vncapeable by y<sup>e</sup> rest. This ordinacōn of M<sup>r</sup> Davyes also Antidates M<sup>r</sup> Russells Renunciacōn : Therefore M<sup>r</sup> Davy is a still borne Ex<sup>t</sup> & although y<sup>e</sup> other three afterwards own an instrum<sup>t</sup> y<sup>t</sup> is originally Illegall, & dead, yet they cañot thereby legitimate, or give life vnto it, & their oversight in Not makeing a new ordinacōn, w<sup>ch</sup> there seemed

to be opportunity, instead of owing y<sup>e</sup> old Illegall one, speaks a great p<sup>r</sup>vidence of god, or a deep designe in y<sup>e</sup> to leave such an open door to de<sup>p</sup>t or be driven out at.<sup>a</sup>

But vpon y<sup>e</sup> p<sup>r</sup>sumption y<sup>t</sup> M<sup>r</sup> Davy be looked vpon as legitimate, his Consent, or Co<sup>m</sup>ission, to M<sup>r</sup> Stodders prosecu<sup>c</sup>on, in this action appeared not; nor any thing like a Legall power; But instead thereof M<sup>r</sup> Stodder brought in a paper Called Gen<sup>r</sup>ll Conclusions w<sup>ch</sup> evidences no Authority, but rather brings to light a Conspiracy : & this also without any Legall proo<sup>f</sup>e And this hono<sup>r</sup>d Court, & Countrey, knowing how often a more Legall instrum<sup>t</sup> Viz: M<sup>r</sup> Bellinghams Letter of Attourney, was rejected for want of possitive proo<sup>f</sup>e.<sup>7</sup> It is humbly hoped y<sup>t</sup> those y<sup>t</sup> now in this Court hold y<sup>e</sup> Scales will weigh m<sup>r</sup> Bellinghams, & M<sup>r</sup> Stodders Case, in y<sup>e</sup> same ball<sup>ce</sup>. And if m<sup>r</sup> Bellinghams power for want of Cleare & certaine Testimony, were laid by as Illegall; It is hoped y<sup>t</sup> w<sup>ch</sup> m<sup>r</sup> Stodder hath produced, haveing neither y<sup>e</sup> Substance nor Shadow of Authority, or Evidence, will be much more Condemnd & y<sup>e</sup> Judgm<sup>t</sup> y<sup>t</sup> hath passed therevpon reversed

2<sup>d</sup> To prove y<sup>t</sup> m<sup>r</sup> Stodder & Comp<sup>a</sup> had neither any Legall interest in nor Equitable title to y<sup>e</sup> rent Sued for: The Appell<sup>ts</sup> say y<sup>t</sup> J<sup>d</sup> Deacon & his wife (y<sup>e</sup> onely testimony y<sup>t</sup> was produced to prove y<sup>e</sup> y<sup>a</sup> pl<sup>ts</sup> Claime) Do testify y<sup>t</sup> Rice Lived att a farme y<sup>t</sup> was M<sup>r</sup> Bellinghams, in y<sup>e</sup> yeare 72 : & 73 : y<sup>e</sup> first ambiguity in this oath we shall not as we might insist vpon but allow it as favourable interp<sup>r</sup>ta<sup>c</sup>on in M<sup>r</sup> Stodders behalfe as may be, & thence humbly Suggest y<sup>t</sup> although Rice lived there in those two yeares, it is not thereby proved, y<sup>t</sup> he either lived there two whole yeares, nor any Considerable P<sup>t</sup> of o<sup>t</sup>her yeare, for he might live there but two dayes, or at most but three months & y<sup>e</sup> Evidences be literally true; & y<sup>e</sup> same Witnesses say y<sup>t</sup> by agreem<sup>t</sup> Rice was to pay 20 £ a yeare, but y<sup>e</sup> Depon<sup>ts</sup> do not declare whether Rice & y<sup>e</sup> Governo<sup>r</sup> made y<sup>t</sup> agreem<sup>t</sup> or whether M<sup>r</sup> Allen & M<sup>r</sup> Stodder agreed between y<sup>m</sup>selves, to make Rice pay so much, It is Essentiall to every agreem<sup>t</sup> y<sup>t</sup> there be two P<sup>t</sup>ies at least, but there appears none in this; howevr Rice is not s<sup>d</sup> to be one, And although from y<sup>e</sup> latter P<sup>t</sup> of y<sup>e</sup> Testimony it may p<sup>r</sup>bably be inferd, y<sup>t</sup> Rice lived there halfe a yeare at least, yet there is so much darkness, & vncertainty, in y<sup>t</sup> & y<sup>e</sup> p<sup>r</sup>isoe or Condi<sup>c</sup>on of paying 5 £ in money, y<sup>t</sup> y<sup>e</sup> Appell<sup>ts</sup> doubt not, but it will seem Strange to this, where y<sup>e</sup> form<sup>t</sup> Jury found a founda<sup>c</sup>on for their verdit.

<sup>a</sup> [Infra, p. 458.]

<sup>7</sup> [Infra, p. 461 and note 16.]

2<sup>d</sup> — To demonstrate y<sup>t</sup> y<sup>e</sup> now defendt<sup>s</sup> have no legall interest in, nor Equitable Title to y<sup>e</sup> Rent Sued for. y<sup>e</sup> Appell<sup>t</sup>s humbly propose it to y<sup>e</sup> Considera<sup>o</sup>n of y<sup>e</sup> Court & Jury : That y<sup>e</sup> Rent in Controversy is expressly as y<sup>e</sup> first Dona<sup>o</sup>n in y<sup>e</sup> will, given to m<sup>r</sup>s Bellingham : not to M<sup>r</sup> Stodder & Comp<sup>s</sup> & if any thing in y<sup>e</sup> s<sup>d</sup> paper were y<sup>e</sup> supposed Testator<sup>s</sup> mind ; it was y<sup>t</sup> his s<sup>d</sup> Wife should enioy y<sup>e</sup> farme & Rent, as appears by y<sup>e</sup> words following : (The ffarme she hath Dureing her life) & it further appears from y<sup>e</sup> fourth desire or instrucc<sup>o</sup>n y<sup>t</sup> y<sup>e</sup> Supposed Testator, never intended either Rent or ffarme to these his Trustees, Dureing his Widdows life : onely y<sup>t</sup> if she saw need or desired their help, & Councell, he desires they would affoord it her, for y<sup>e</sup> quiet enioym<sup>t</sup> of her Estate, & receiving of her Rent. But these Trustees run before they are sent, & without any Comission or request from M<sup>r</sup>s Bellingham, or without takeing any notice of her name, or right Sue in their owne, for y<sup>t</sup> w<sup>ch</sup> if y<sup>e</sup> will be of any force, belongs to her : & is at her pleasure recoverable by her.\* But if it be answered y<sup>t</sup> w<sup>t</sup> they do is in her right, & by a power or right (Though Concealed) Derived from her It is replied y<sup>t</sup> y<sup>e</sup> Law Title Atachm<sup>t</sup> & Sumons Sec : 4 : page 8 : tells y<sup>n</sup> y<sup>t</sup> in such case they should have Sued as Councello<sup>s</sup>, helpers, Attourneys, or Assignes, to M<sup>r</sup>s Bellingham & its humbly hoped y<sup>t</sup> from s<sup>d</sup> law w<sup>ch</sup> was pleaded at y<sup>e</sup> County Court, this Hono<sup>d</sup> Court & Jury will see y<sup>t</sup> y<sup>e</sup> y<sup>n</sup> pl<sup>t</sup>s ought to have been nonsuited or Judgm<sup>t</sup> given ag<sup>t</sup> y<sup>m</sup> And y<sup>e</sup> Appell<sup>t</sup>s p<sup>r</sup>sumeing y<sup>t</sup> they have Just grounds of Appeale Viz :

1<sup>st</sup> Because of y<sup>e</sup> extraordinary way of y<sup>e</sup> Courts proceedings & liberty given To M<sup>r</sup> Stodder —

2<sup>d</sup> Because y<sup>e</sup> y<sup>n</sup> pl<sup>t</sup>s had no Legall power to Sue —

3 — Because they had neither any Legall interest in nor Equitable Title to y<sup>e</sup> thing Sued for And thus y<sup>e</sup> Appell<sup>t</sup>s also humbly conceiving they have ffully demonstrated & made prooffe of their Reasons : They therefore humbly Comend y<sup>e</sup> p<sup>r</sup>misses to y<sup>e</sup> wise & righteous Considera<sup>o</sup>n & Judgm<sup>t</sup> of y<sup>e</sup> hono<sup>d</sup> Court & Jury, Craveing a Reversion of y<sup>e</sup> form<sup>r</sup> Judgm<sup>t</sup> & Costs of Courts. =

Joseph Belknap

Ri: Wharton

Attourneys as aforesd

These Reasons were received. ffebr<sup>y</sup> 25<sup>th</sup> 167.

P Is<sup>a</sup> Addington Cler<sup>e</sup>

These reasons prevailed and judgment was given against the Trustees in their suit for the rent of the Rice farm, as appears above.

\* [Supra, p. 398.]

[*The Bill of Costs* \*

In y<sup>e</sup> Case of Joseph Belknapp & Ri : Wharton Attourneys To  
Nic : Rice Appell<sup>ts</sup> & M<sup>r</sup> J. Oxenbridg M<sup>r</sup> James Allen &c:  
Defend<sup>ts</sup>

The Appell<sup>ts</sup>: Bill of Costs.

For 2 Dayes tyme & travayle from Reding to gett Bayle, & returne . . . . .	£00 : 04 : 00
For Rices attendance 3 dayes at y <sup>e</sup> County Court & travayle home . . . . .	£00 : 06 : 00
For writing a Letter of Attourney . . . . .	£00 : 00 : 00
For Copyes of writings put in to y <sup>e</sup> County Court & a Copy of his Lease y <sup>e</sup> originall being in Court . . . .	£00 : 04 : 00
For our attendance — 5 Dayes . . . . .	£00 : 10 : 00
For 2 witnesses 5 Dayes . . . . .	£00 : 09 : 00
For Copy of y <sup>e</sup> Case to M <sup>r</sup> Addington . . . . .	£00 : 14 : 00
For our Attendance 4 Dayes at this Ct . . . . .	£00 : 12 : 00
For y <sup>e</sup> bond of Appeale & entering . . . . .	£00 : 11 : 00
	<hr/> £04 : 03 : 00

filing 11 Evidences . . . . . 01 10

3 . 11 : 0

Allowed T. C.<sup>10</sup> . . . . . 3 12 10

E R S<sup>11</sup>

Ri Wharton.

*Nomination of Humphrey Davy as Trustee* <sup>12</sup>

"Wee whose Names are vnderwritten beeing Executors to y<sup>e</sup>  
Last will of Richard Bellingham esq<sup>r</sup> o<sup>f</sup> Late honn<sup>d</sup> Gou<sup>r</sup> in  
Answer to the trust thereby Comitted to vs & power delegated to  
choose one or more in the Roome of any one remoued from that  
trust, considering the Importance of it & not knowing the Day  
of our change Least the good intent Expressed in the will shold  
be frustrate by our Neglect heerein and that the piose Ends  
thereof may bee furthered, Wee desire & heereby Choose m<sup>r</sup>  
Humphrey Dauie to bee the next suckessor in the same power  
& trust vnto any one of vs whose place shall be first voide by death  
or otherwise whereby hee shall be Judged vncapable to act accord-  
ing to the Will

In Testimony wee  
set heere to our hands  
and scales this 14<sup>th</sup> of  
March 1673

John Oxenbridge & a seale  
James Allen & a seale  
John Russell & a seale  
Anthony Stoddard & a seale

\* Suff. Early Court Files, No. 1353, Paper No. 5. Endorsed: "Whartons  
Costs. Court Assistants. 2d March 1674."

<sup>10</sup> Thomas Clarke, one of the judges of the court.

<sup>11</sup> Edward Rawson, Secretary.

<sup>12</sup> Suff. Prob. Rec., L. 7, f. 355.

M<sup>r</sup> John Oxenbridge m<sup>r</sup> James Allen & m<sup>r</sup> Anthony Stoddard  
vnderstanding that M<sup>r</sup> Jn<sup>o</sup> Russell had renounced<sup>12</sup> his Executors  
place to the Last will & testament of the Late Richard Bellingham  
Esq<sup>r</sup> deceased the three other Executors personally appearing the  
6<sup>th</sup> of february 1673 did acknowledge this writeing as their act  
& Deed before

John Leuerett Gou<sup>r</sup>

M<sup>r</sup> Humphrey Davey also  
appearing the same tyme  
did accept of & consent  
to this writeinge

Edward Tyng Assist.

Recorded (& compared) 26 . 12. 44 P. free Grace Bendall  
Record<sup>r</sup>]

*Samuel Bellingham's Power of Attorney to Richard Wharton*<sup>14</sup>

Know all men by these presents That I Samuëll Bellingham  
sonn of Richard Bellingham of Boston in New England Esq<sup>r</sup>  
doe herein & hereby these presents constitute & appoint my trusty  
& Respected freinde m<sup>r</sup> Richard Wharton of Boston in New-  
England Merchant my true & lawfull Attourney in my Name &  
for my use to demand Sue for obtaine & receive & to use all law-  
full wayes & meanes to receive all monyes paiments debts & dues  
whatsoever coffing or oweing to mee in New-England or Barbados  
or any of those remote plantations with all proceeds & jnterest  
thereof And upon receipt to acquit release discharge or any other  
lawfull Act or Deed concerning the premisses to doe as if I my  
selfe were personally present hereby confirming whatsoever my  
saide Attourney shall lawfully doe or cause to bee done concerning  
the premisses in full testimony whereof I set to my hand & Seal  
this sixteenth day of the second month comonly called Aprill in  
the yeare of o<sup>r</sup> Lord One thousand six hundred & Seventy.

Samuëll Bellingham & a seal

Signed Sealed & Delivered —

in presence of Stephen Williamson

Nathaniell Gasely Mat Nellens —

Richard Rawlen.

Mathew Nellens witness to this Letter of Attourney did giue  
his testimony before mee as on the other side

Symon Broadstreete

Endorsed as followeth

<sup>12</sup> *Supra*, p. 397.

<sup>14</sup> Chamberlain MSS., i. 9. Endorsed: "Doctor Bellinghams Letter of  
Attourney."

Mathew Nellen of London Marrin<sup>r</sup> maketh Oath that being at Amsterdam in the month of Aprill One thousand six hundred & Seventy hee saw m<sup>r</sup> Sa<sup>m</sup>uell Bellingham signe seal & deliver the Letter of Attourney within & that hee the Deponant as a witness thereunto did then subscribe his name as it now stands under the saide letter of Attourney

Taken upon Oath y<sup>e</sup> 13<sup>th</sup> of September

1671. before mee Symon Broadstreet Assistant.

The 17<sup>th</sup> of Decemb<sup>r</sup> 1672. Cap<sup>t</sup> Stephen Williamson. came & made Oath that m<sup>r</sup> Sa<sup>m</sup>uell Bellingham Signed & Sealed the aboue letter of Attourney

Before mee Elias Stileman Com<sup>is</sup>sion<sup>r</sup>

This a true Coppie as Attests ffrece Grace Bendall Cler.

This is a true Coppie of the Originall word for word as it stands upon Record on the 165 page of the fourth booke of Records of the Notary publick of the Massachusetts Colony of New-England & out thence drawn & examined the 29<sup>th</sup> day of Aprill : 1673.

Robert Howard Not publ Colonia predict. —

This is a true Coppie as Attests ffrece Grace Bendall Cler.

This is a true Coppie as Attests . Isaac Addington Cler

The above is certified as a true copy from the records of the Notary Public of New England; but it will be observed that neither Samuel Bellingham, then at Amsterdam, nor either of the witnesses ever acknowledged it before the Notary Public.<sup>15</sup> I suppose that this is the power which the General Court decided to be insufficient in 1674.<sup>16</sup>

<sup>15</sup> I am unable to say what effect was given to a notarial seal in the Massachusetts Courts in those days; but a common custom in the execution of an instrument to be used in that Colony was for two or more of a ship's crew to witness such execution, and on their coming to Boston, to acknowledge the same before the proper officer. The neglect of this occasioned much delay and trouble in the conveyance of real estate owned by parties living abroad.

<sup>16</sup> [This was the power of attorney under which Richard Wharton, December 19, 1672, protested against the probate of Governor Bellingham's will. That declared insufficient by the General Court at the session beginning May 27, 1674, was probably the one which follows in brackets, discovered since Judge Chamberlain wrote. Although Samuel Bellingham affixed his signature to it April 8, 1673, Ephraim Bendall did not make oath as witness thereto until June 19, 1674. For this reason, presumably, the Court deemed that it "was not legally proved." Yet the Court accepted the letter at its October session (*supra*, p. 442), although then, so far as appears, proved by only one witness, not, as was customary, by two witnesses. Naturally the Massachusetts courts could not accept a power of attorney to collect debts as an authorization to dispute a will.]

*[Samuel Bellingham's Second Power of Attorney to  
Richard Wharton <sup>17</sup>*

To all whome these presents shall concerne Sam<sup>ll</sup> Bellingham Esq<sup>r</sup> sendeth greeting : Whereas the Lord the Sovereigne disposer of all our times hath lately tooke to himselfe my Hono<sup>rd</sup> & Deare ffather Richard Bellingham — of Boston — in the Mattachusetts Bay in New-England Esq<sup>r</sup> Late Hono<sup>rd</sup> Governo<sup>r</sup> there; And Whereas I the s<sup>d</sup> Sam<sup>ll</sup> Bellingham — am the onely Sonn — Issue & onely & undoubted heire unto the s<sup>d</sup> Richard Bellingham —, whereby according to the Lawes of the s<sup>d</sup> place the whole Estate both personall & reall of the saide Richard Bellingham — (Excepting onely one thirds of the lands to bee enjoied by my hono<sup>rd</sup> Mother m<sup>rs</sup> Penelope Bellingham — my s<sup>d</sup> Hono<sup>rd</sup> ffathers Widdow during her naturall life) is fal'n unto & is become the certain & undoubted right of mee the s<sup>d</sup> Sam<sup>ll</sup> Bellingham — being the onely heire to my s<sup>d</sup> hono<sup>rd</sup> ffather as afores<sup>d</sup> & Whereas some have unjustly and illegally endeavoured to have disinherited & defrauded mee the s<sup>d</sup> Sam<sup>ll</sup> Bellingham — & my heires of our due right & title in the s<sup>d</sup> Estate of the s<sup>d</sup> Richard Bellingham my s<sup>d</sup> Hono<sup>rd</sup> ffather; and whereas I the s<sup>d</sup> Samuel Bellingham am at present at that distance as I cannot soe speedily bee present there as my occasions there may require; And Whereas my Respected & faithfull freind m<sup>r</sup> Rich<sup>d</sup> Wharton — of Boston — Merchant my true & Lawfull Attourney hath in my Name & by my authority made Legall claime to my s<sup>d</sup> ffathers Estate on my behalfe; as also hath put in many just & Legall Exceptions ag<sup>t</sup> the unjust illegall & irrationall. praetexts whereby some endeavor to defraud mee the s<sup>d</sup> Sam<sup>ll</sup>. Bellingham — of my right & title in the premisses as afores<sup>d</sup> Reserving withall Liberty either for my selfe or my Lawfull Attourney to adde what at any time the Justice of the cause may further require.—

Now Know Yee that I the s<sup>d</sup> Sam<sup>ll</sup> Bellingham — doe herein — & hereby these presents authorize constitute & appoint the s<sup>d</sup> Rich<sup>d</sup> Wharton — my true & Lawfull Attourney in my Name & for my vse to demand require receive all the personall & reall Estate that was lately belonging to the saide Richard Bellingham — my s<sup>d</sup> Hono<sup>rd</sup> ffather within the fores<sup>d</sup> Jurisdiction — of the Government of the Massathusetts Bay (excepting onely my s<sup>d</sup> Hono<sup>rd</sup> Mothers thirds of the lands which Shee is to enjoy during her life as afores<sup>d</sup>) As also to demand receive & make Legall Seizure of the reversion — of all & every part of the saide thirds (which is to

<sup>17</sup> Suff. Early Court Files, No. 1330.



bee in my s<sup>d</sup> hono<sup>r</sup><sup>d</sup> Mothers possession during her naturall life as afores<sup>d</sup>) on the behalfe & for the use of mee the saide Sam<sup>l</sup> Bellingham - my heires & assignes - And whatever Rents profits priviledges Emoluments, debts dues whatever arising or becoming due out of the s<sup>d</sup> premisses or all or any part thereof that hee my saide Attourny on my behalfe & for my vse receive & secure the same as afores<sup>d</sup> and in case of denyall or refusall of the premisses or all or any part thereof by any persons whatsoever under any pretences whatever to Sue implead petiçon comience any Suite Action or Actions Attach arrest imprison - & upon the delivery receite & full performance of the premisses or any part thereof as above required accordingly to acquit release discharge for such p<sup>t</sup> of the premisses as is soe delivered p<sup>d</sup> performed unto or rec<sup>d</sup> by him my said Attourny on my behalfe as afores<sup>d</sup> And to doe & performe any other lawfull act or acts whatsoever for the due obtaining of the premisses on my behalfe as afores<sup>d</sup> as if I the s<sup>d</sup> Sam<sup>l</sup> Bellingham were personally present - Thus allowing approving confirming whatever my s<sup>d</sup> Attourny shall in the pursuance & due Execucion of the premisses lawfully doe or cause to bee done; Revoaking & Nulling all former Letters of Attourny concerning the fores<sup>d</sup> premisses or any part thereof; as also reserving to mee the s<sup>d</sup> Sam<sup>l</sup> Bellingham - full power & authority of makeing or causing to bee made any other Letter of Attourny or any further addition - or alteration - as my occasions at anytime may require concerning the premisses or any part thereof. In Testimony hereof I the s<sup>d</sup> Sam<sup>l</sup> Bellingham set to my hand & Seale this eight day of the Second Month - called Aprill in the yeare of our Lord One thousand Six hundred Seventy & three & of his Majesties Reign the Twenty fifth - -

Sam<sup>l</sup>: Bellingham -

Signed Sealed & Delivered

in presence of

John Medhurst

Ephraim Bendall.

Ephraim Bendall - aged about . 25 . yeares made Oath that hee certainly knowes this Letter of Attourny to bee m<sup>t</sup> Sam<sup>l</sup>. Bellinghams hand Writing & that hee saw him Signe Seale & Deliver the same for the vse therein mentioned as his act & Deed to which this Dep<sup>t</sup> Subscribed his hand as a Witness . -

Taken upon . Oath this . 19<sup>th</sup> 4<sup>th</sup> 74

Before mee Simon Bradstreet Assist:

That what is Written on the other side & this is a true Coppie of the Originall Letter of Attourny with the Oath

taken thereupon & Left in the Generall Court file of October : 1674 . being therewith compared Attests.

Edward Rawson - Secret.

This is a true Coppie of that on file with the Records of the County Court of Suffolke as Attests.

Is<sup>a</sup> Addington Cler<sup>c</sup>]

## CHAPTER XI

## RICHARD WHARTON SUES FOR HIS SERVICES

**R**ICHARD WHARTON having rendered essential services to Samuel Bellingham wanted his pay, and after long waiting sent him the following account and letter.

RICHARD WHARTON'S ACCOUNT.<sup>(1)</sup>

Dr	Saml Bellingham — Esqr	
1673 ffor building and fenceing upon his Estate	£412 " — " —	
for money pd p m <sup>r</sup> Legay in London with advance at 25 p Cent <sup>(2)</sup> . . . . .	£125 " — " —	
1675 ffor 34£ p m <sup>r</sup> Marks acco spent in sol- litting ye Kings order 25 p C for Ex- change . . . . .	43 " 1 " 3	
Augt 5 ffor 50£ p m <sup>r</sup> Styles . . . . .	62 " 10 " —	
for Sundry smal debts of his fathers pd . .	17 " 10 " —	
for Charges in law in recovering & defending ffor 9 years rent of the ferry <sup>(3)</sup> at 3l p ann his Estate from ye time of his fathers death till this time being Nine years & a quarter . . . . .	27 " — " —	
for 10l paid m <sup>r</sup> Higginson and 10l more pay- able on m <sup>r</sup> Bellingshams request . . . .	£196 " 7 " 6	
ffor so much pd in part of a Judgmt obtaind by m <sup>r</sup> Willoughbys Execution ye whole being 100£ Starling and Costs of Courts *	20 " — " —	
	50 " — " —	
	954 " 7 " 6	
Cr		
by money recd of m <sup>r</sup> Stoddard p order of the Generll Court <sup>(4)</sup> . . . . .	£100 " — " —	
By Cash from Gingell and Bray Wilkins <sup>(5)</sup> .	£ 56 " — " —	

<sup>1</sup> Chamberlain MSS., i. 49.

<sup>2</sup> [Presumably this was the £100 paid Wharton by order of the General Court. *Supra*, pp. 442, 443.]

<sup>3</sup> [See chap. xxiii. for the suit by which this rent was recovered.]

<sup>4</sup> [This suit throws light on the life and character of Dr. Samuel Bellingham. The papers are given *infra*, pp. 472-478.]

<sup>5</sup> [March 9, 1659/60, Governor Bellingham sold to Bray Wilkins and John Gingle a farm, laid out for him by order of the General Court in 1639, containing about 800 or 850 acres. A part of the purchase money was secured by a mortgage, the last payment thereon being made in 1676. C. W. Upham, *Salem Witchcraft*, i. 143-145.]

by 8 years rent from Lt Smith . . . . .	£400 " — " —	
by 5 years rent from Wm Eustase the last payable in march next . . . . .	100 " — " —	
by 5 years rent due from Jer : Belcher . . .	50 " — " —	
by rent for Marsh at maldyn . . . . .	8 " — " —	
by rent for a pasture at Boston . . . . .	10 " — " —	
by money from m <sup>r</sup> Nath Olliver . . . . .	14 " 18 " —	
rents due to balliance . . . . .	£215 " 9 " 6	£954 " 7 " 6

*Wharton's Letter to Samuel Bellingham*

S<sup>r</sup> y<sup>w</sup> will here discerne y<sup>t</sup> from y<sup>e</sup> last year J concerned myself in your affairs I have allwayes been in disburst for you at least 200 £ for which I have not charged intrest but shall refer the sume of my 4 years continuall and Vexatious Solicitation to your owne ingenious consideration or the Judgm<sup>t</sup> of friends here that have had y<sup>e</sup> sence of my service and suffering in your behalfe

Y<sup>w</sup> may pleas also to take notice that this being onely an abstract time and order is not so exactly attended as in y<sup>e</sup> particulars w<sup>ch</sup> would make to large a volum to send ꝑ post as things have reference. so are they reduced into a few Articles w<sup>ch</sup> if not Clear to your vnderstanding if need be shall be explained by contracts Court records and other plain demonstrations and Evidence— Please also to consider y<sup>t</sup> m<sup>r</sup> Marks<sup>a</sup> the Sollic<sup>t</sup>r never had any reward for the good service he did you, his widow is poore and both needs and Expects it from me pray therefor give your order in that respect.

Copie The Originall was subscribed a<sup>n</sup> Sent in a letter Dated  
ffeb<sup>r</sup> 30 : 1681 [1682] R<sup>d</sup> Wharton

A true Copie of that on file

= Attest<sup>r</sup> Joseph Webb Cler

*Petition of Richard Wharton<sup>†</sup>*

To the Hon<sup>ble</sup> the Governo<sup>r</sup> & Assistants  
in the County Court.

The humble Petition of Richard Wharton Attorney to Sam<sup>ll</sup>  
Bellingham Esq<sup>r</sup> and in his right Adm<sup>t</sup> upon the Lands late  
of Richard Bellingham Esq<sup>r</sup> Dec<sup>d</sup>.

<sup>a</sup> This refers to the item in his account given above for money due Marks, the solicitor who procured the King's (Charles II.) order to the General Court for setting aside Governor Bellingham's will. This fact, remarkable like almost everything else respecting this case, has escaped notice. The records of the General Court give no hint of this royal inter-

<sup>†</sup> Chamberlain MSS., I. 51.

Sheweth./

That yo<sup>r</sup> Petition<sup>r</sup> for recovery of the s<sup>d</sup> Lands haveing for the Space of four yeares and upwards been obliged under many disadvantages, difficultyes & discouragements, continually to contend in defence and prosecution of many uncomfortable Law Suites, and was thereby, and for buildings, repaires, paym<sup>t</sup> of Debts and for m<sup>r</sup> Samuel Bellinghams Supply and accomodation necessitated to expend Sundry considerable Sumes, And yo<sup>r</sup> Petition<sup>r</sup> haveing often layd before m<sup>r</sup> Bellingham the Condition of his Estate here, and the need of his presence or power to some friend here to adjust Accompts, and to settle & improve his Estate, But he being remiss herein yo<sup>r</sup> Petitioner the last Sum<sup>r</sup> upon m<sup>r</sup> Bellingham's iterated invitacōn ordered his son (to the end afores<sup>d</sup>) to travell purposely from London to Bremen in Germany from whence m<sup>r</sup> Bellingham had retired himselfe and yo<sup>r</sup> Petition<sup>r</sup> being both by his Son and others informed the great difficulty if not impossibility by reason of m<sup>r</sup> Bellingham's remote retirement of coming to a conference or Adjusting Accompts with him, and yo<sup>r</sup> Pet<sup>r</sup> occasions calling him shortly out of the Country, holds it not only his duty to m<sup>r</sup> Bellingham but also to his owne family first to endeavour the settlement of Accompts and affaires in this concern, To which your Pet<sup>r</sup> is the more earnestly excited whil<sup>s</sup>t God still spares you that have many of you been Judges, and others that have been witnesses in the transactions & matters aforesaid. —

Therefore and because no other person improved by m<sup>r</sup> Bellingham is present and yo<sup>r</sup> Pet<sup>r</sup> Accompts of his disbursments travell and transactions long and some perticulars intricate, many Articles being not otherwise to be proved then by the Effects and such other Demonstrations as would be too tedious for the Honor<sup>ble</sup> Court to attend. Yo<sup>r</sup> Pet<sup>r</sup> humbly prayes the Court in m<sup>r</sup> Bellinghams behalfe would be pleased to appoint some judicious psons, that have had oppertunity to observe yo<sup>r</sup> Petition<sup>r</sup> transactions & trouble in this concern, or at least one to joyn with such other indifferent pson as yo<sup>r</sup> Pet<sup>r</sup> may nominate, and the Court approve to examine, audit and consider the Acco<sup>ts</sup> of yo<sup>r</sup> Pet<sup>r</sup> disbursm<sup>ts</sup> time and trouble and to impower them if they see cause to imploy some honest & skilfull Carpenters or other meet persons to survey and value the buildings & repaires made by yo<sup>r</sup> Petition<sup>r</sup> and upon the whole matter to make and Return to this

ference, except in Wharton's petition (*supra*, p. 448), which has attracted no attention. We learn it only from Wharton's account and letter, confirmed by Paul Dudley, *infra*, p. 533. [See the King's letter, *supra*, p. 444.]

Hono<sup>r</sup>d Court such judgem<sup>t</sup> computation and Report as to them in Conscience may seem just and reasonable,

and yo<sup>r</sup> Pet<sup>r</sup> shall ever pray

This Pétition received into Court 30<sup>th</sup> March 1682. And in answer thereto m<sup>r</sup> Samuel Sewall, m<sup>r</sup> Sampson Sheafe & m<sup>r</sup> John Hubbard are appointed an Auditt to examine and consider the Petition<sup>rs</sup> Accompts relateing unto m<sup>r</sup> Samuel Bellinghams buisness within mentioned, and impowered to Act in all respects therein as is above prayed And upon due consideration of s<sup>d</sup> Accompts to make report to this Court of their Judgem<sup>t</sup> upon the whole matter.

Is<sup>a</sup> Addington Clre \*

Wee the Auditors mentioned in the Court Order on the other side, In pursuance of the buisness to us therein comitted doe Request Cap<sup>tn</sup> John Holbrooke Lt<sup>ts</sup> Sam<sup>ll</sup> White, m<sup>r</sup> Stephen ffrench and Ensigne James Pecker or any two or three of them, to view and survey all such houseing Edifices and buildings as have been erected by the Order and appointment of m<sup>r</sup> Richard Wharton at Winnisimett and to give information thereof to us of the Estimate and value of the same.

Jn<sup>o</sup> Hubbard

Boston 19<sup>o</sup> May 1682.

Sampson Sheafe

Samuel Sewall

Wee whose names are hereunto subscribed being desired by the Audito<sup>rs</sup> of the Acco<sup>ts</sup> between m<sup>r</sup> Richard Wharton and m<sup>r</sup> Samuel Bellingham to apprise the severall buildings and Edifices Erected by m<sup>r</sup> Wharton at Winnisimiet do according to our best understanding Judge the s<sup>d</sup> buildings ffences and repaires to cost four hundred pounds for the workmanship and materials besides charges in raysing and other necessary Expences w<sup>th</sup> according to our Judgement is worth Ten pounds./

John Holbrooke

May. 25. 1682.

James Pecker

Stephen French \*

\* [At this point in the document the following attestations appear: "This is a true Copie of it's Original on file with the Records of the County Court for Suffolke As attests Is<sup>a</sup>: Addington Clre. A true Copie of that on file = Attest Joseph Webb Cler." See *infra*, p. 479, a suit brought by Richard Wharton in behalf of S. Bellingham at the April term of Court, 1682. Joseph Webb was chosen clerk of the County Court in 1690.]

\* [The final attestation to this document reads: "The above are true Copies of the Originals annexed to the Copie of the Petition on file Attest Is<sup>a</sup>: Addington Clre. A true Copie of that on file = attest Joseph Webb Cler." Endorsed: "Bellingham ve<sup>d</sup> Eustace 7 pag<sup>rs</sup> April. 1697." Thus this was an attested copy made for use in the suit given *infra*, pp. 482-488. Among the papers of that suit, Chamberlain MSS., i. 53, was a copy of

Notwithstanding the foregoing report, Wharton was obliged to sue Samuel Bellingham, which he did a year later, and attached the Eustace farm. The judgment of the County Court follows:<sup>10</sup>

At a County Court for Suffolke held at Boston 31<sup>o</sup> Iuly Ann<sup>o</sup> 1683. —

Richard Wharton Attourney or Agent to Samuel Bellingham Esq<sup>r</sup> Pl<sup>t</sup> cont<sup>a</sup> the goods or Estate of s<sup>d</sup> Samuel Bellingham Def<sup>t</sup> in an action of the case for withholding from the pl<sup>t</sup> the sume of Seven hundred and Six pounds two Shillings or thereabout in money due to the pl<sup>t</sup> for mony remitted to and expended for & in s<sup>d</sup> Bellinghams behalfe and buisness, and for Service done for him as may appeare p an Accompt audited by order of, & received & put on Record by the County Court of Suffolke, and by an additional accompt ready to bee presented with due damages : The attachment and Evidences in the case produced being read & committed to the Jury, which are on file, the Jury brought in their Verdict, they found for the pl<sup>t</sup> Seven hundred & Six pounds three Shillings Seven pence halfe penny in money and costs of Court. allowed twenty ffive Shillings and eight pence.

This case was tryed at the last County Court,<sup>11</sup> but Judgem<sup>t</sup> not entred according to law untill this Court The Def<sup>t</sup> being out of this Jurisdiction.

Execution issued. 15<sup>o</sup> Sept<sup>r</sup> — 1683 —<sup>12</sup>

the above appraisement, signed by Holbrook, Pecker, and French, with the following testimony appended: —

"James Pecker maketh Oath to the Apprisem<sup>t</sup> above, to web his Name is Subscribed and that Cap<sup>t</sup>n Holbrook and m<sup>r</sup> ffrench at the same time Subscribed their names thereto in the Deponents Sight & presence all the Apprisers fully and freely consenting thereto, and make their appraisments as for money Sworne in Court 26<sup>o</sup> April 1683.

A true Copie of that on file

attests. Jas Addington Cler./.

= Attest<sup>r</sup> Joseph Webb Cler "

<sup>10</sup> MSS. Rec. of Suff. County Court. 1680-1692, p. 135. [The judges at this term of the court were Simon Bradstreet, William Stoughton, Humphry Davie, Samuel Nowell, John Hull, and Daniel Fisher. See also Early Court Files Suff. Co., No. 4639.]

<sup>11</sup> [Adam Wlththrop and Richard Wharton were jurymen at the April term of the Court. John Woodmansey took Wharton's place for this action.]

<sup>12</sup> [A copy attested by Joseph Webb, apparently for use in the same suit as the preceding, is in Chamberlain MSS., i. 53.]

*Writ of Execution*<sup>12</sup>

To the Marshall of Suffolk or his Deputy

You are required in his Ma<sup>ties</sup> Name to levy by Execution upon the Estate and in want thereof the person of Samuel Bellingham Esq<sup>r</sup> in money the sume of seven hundred and seven pounds nine shillings three pence halfe penny, with two shillings more for this Execution and deliver the same unto Richard Wharton Attourney or Agent of s<sup>d</sup> m<sup>r</sup> Bellingham, which is in Satisfaction of a Judgement granted him for so much upon a Tryal at the County Court Sitting in Boston 24<sup>o</sup> of April 1683 but not Entred according to Law untill the Court in July ult<sup>o</sup> the Defend<sup>t</sup> being out of the Jurisdiction, — hereof you may not faile, makeing y<sup>or</sup> Return according to Law. Dated in Boston y<sup>e</sup> fifteenth Septemb<sup>r</sup> 1683.

¶ Curiam Js<sup>s</sup> Addington Clre.

Return Jndorsed./

October 19 . 1683.

J extended this Execution on a farme of Samuel Bellingham Esq<sup>r</sup> at Winnisimmet with an Acre & halfe of Land more or less which was apprizd by m<sup>r</sup> John Blake, m<sup>r</sup> Moses Paine & James Pemberton to the value of foure hundred & fifty pounds New-England money & no more

Returne Waite Marsh<sup>l</sup>

The Apprizm<sup>t</sup> annexe

Wee whose names are subscribed being by Returne Waite Marshall of the County of Suffolke called to Apprize a ffarme at Winysimett belonging to Sam<sup>l</sup> Bellingham Esq<sup>r</sup> together with an Acre & an halfe of Land more or less where the clay pitts are inclosed between said farme and L<sup>t</sup> Smith's Corne fields, which said ffarme is now in the possession of William Eustace, and is commonly called by the name of the little ffarme, do judge the sd farme with all buildings ffencings meadows upland priviledges and appurtenances thereto belonging, with the aforesaid inclosed pcell of land, to be worth ffoure hundred & fifty pounds New England money & no more.

Winnisimmet October 19 : 1683

John Blake

Moses Paine

James C Pemberton

his marke

M<sup>r</sup> John Blake m<sup>r</sup> Moses Paine & James Pemberton personally appearing 20<sup>th</sup> October 1683

made Oath that all sinister respects being layd aside they have made a just Apprizem<sup>t</sup> of the Estate within mentioned at foure

<sup>12</sup> Chamberlain MSS., i. 55.



hundred & fifty pounds in money according to their best Judgement & Conscience

Boston

Sworn before Jas Addington Commiss<sup>rs</sup> 14

And thus Richard Wharton got the Shurtleff farm for services rendered to Dr. Samuel Bellingham. Though he was not a lawyer, presumably his compensation was not more than adequate for his trouble and expenses, which, as we have seen, must have been considerable. Nevertheless Samuel Bellingham's second and newly married wife coming to Boston a dozen years later to look after his estates, soundly rated Samuel Sewall for his share in the transaction by which her husband lost one of his farms at Winnisimmet. Sewall thought that he had been "wheedled and hector'd into that business."<sup>15</sup>

The reasons for Sewall's compunctions are not obvious. Suits against absent defendants might be tried at the first term, but judgment not entered before the ensuing term, as in this case. The verdict was July 31, 1683;<sup>16</sup> judgment the next term; execution September 15, and extended on the farm October 19th. Doubtless Wharton gave "security to be responsal to the Defendant, if he shall reverse the Judgement within one year, or such further time as the Court shall limit."<sup>17</sup> To have hunted up Bellingham in Germany for

" [Endorsed: "The foregoing Execution, Return indorsed and Apprisement, are true Copies of their Originals = Attestr Joseph Webb Cler "; and on the back, "Execution Return &c. No. 7." (See *supra*, note 9.) In Suff. Early Court Files, No. 4639, is a later copy of the same document.]

" December 22, 1696, "Note, this morn Madam Elisa Bellingham came to our house and upbraided me with setting my hand to pass Mr. Wharton's acct to the Court, where he obtain'd Judgmt for Eustace's farm. I was wheedled and hector'd into that business, and have all along been uneasy in the remembrance of it: and now there is one come who will not spare to lay load." Diary, i. 442. [See *infra*, pp. 482-488.]

March 15, 1685/6, Wharton sold this farm, then known as the Eustace farm and of late as the Shurtleff farm, to Edward Thomas of Boston "as Agent for said Robert Thompson to and for the use of" said Major Robert Thompson of London, for £300 New England currency. It remained in his family a hundred years, and was then claimed by the town of Chelsea under the Bellingham will. An account of this suit will be given in full. [The wife of Richard Wharton did not sign the deed to Thompson and after Wharton's death brought suit for dower. *Infra*, p. 481. The town of Chelsea brought suit to regain the farm in 1757; *infra*, chap. xvii.]

" [The verdict was at the April term of Court 1683; the judgment at the July term. Note the testimony of James Pecker, *supra*, note 9.]

" Colonial Laws, Revision of 1672, Title, Attachments, 1.

giving him personal notice of the suit would have been impracticable. Nor could he publish the order of notice now required, for no newspapers were printed in America until twenty years later, nor was the London Gazette, if available, a fit vehicle for that purpose. Besides, Wharton had sent to Bellingham his account in February, 1681/2.<sup>18</sup>

Nevertheless, either from some irregularity, or because Wharton's claim was deemed exorbitant, the result gave dissatisfaction to the defendant, and extorted from honest Samuel Sewall a cry of anguish thirteen years later when taxed with his share in the proceedings.<sup>19</sup>

Indeed, no intelligent person, and especially no lawyer, can read the proceedings of the Massachusetts Courts in those days, or of the General Court when sitting in its judicial capacity, without noticing the irregular, absurd, and often unjust methods of undertaking to do justice between parties.

On the other hand the laws for the administration of justice, as seen in the revision of 1672, are as precise, clear, and as well drawn as those of England, or making allowance for the growth of jurisprudence, as those of New England at the present day. The contrast, however, between the system and its working is striking.

Nor is the reason obscure. The system, copied from that devised by skilful English lawyers and judges, was worked in Massachusetts by laymen, often clergymen. No trained lawyers had been in the Colony since Lechford found reason for leaving it; nor was there any practising lawyer in the General Court until near the close of the first third of the next century, when John Read was returned as member, perhaps because he had been a popular preacher.

<sup>18</sup> [The last item in that account was "rents due to ballance — £215. 9. 6." In April, 1673, the rents at Winnisimmet aggregated £120 a year. (*Supra*, p. 427.) Dr. Samuel Bellingham would scarcely expect therefore, to receive further remittances until nearly three years had passed, for according to the account, over £50 was still due Mr. Willoughby. As Wharton sued in April, 1683, for £706, and the balance due on account in February, 1681/2, was £215, he must, apparently, have valued his services at between five and six hundred pounds.]

<sup>19</sup> [See *infra*, pp. 482-494, the suit by which Mrs. Elizabeth Bellingham, wife of Dr. Samuel Bellingham, regained this farm; also the suit brought by the heir of Robert Thompson, after her death, by which he recovered the farm.]

## APPENDIX 1

[HAMMOND vs. BELLINGHAM <sup>1</sup>*Writ of Attachment* <sup>2</sup>

To the Marshall Generall, or his Deputy

YOU are in hisMaj<sup>tie</sup>s Name to Attach the Goods & Chattells, or other Estate of M<sup>r</sup> Samuel Bellingham, in the Custody and possession of M<sup>r</sup> Richard Wharton, his Attorney, or where else you can find it, to the value of Two hundred pounds, for his Appearance at the County Court to be held at Cambridge the seventh instant, then & there to Answer y<sup>e</sup> Complaint of Cap<sup>t</sup> Laurence Hammond & of M<sup>rs</sup> Margaret Hammond his wife, the Relict Widow & Executrix to y<sup>e</sup> Estate of ffancis Willoughby Esqr Late of Charlestowne, deceased — In an Action of Debt due to the Estate of y<sup>e</sup> said ffancis Willoughby by bond, bearing date the thirtieth day June one thousand six hundred & Sixty (for fifty one pounds ten shillings sterling mony of England.) <sup>3</sup> w<sup>th</sup> due damages, & hereof you are to give notice to the said M<sup>r</sup> Richard Wharton, & make returne of the whole under your hand, as the Law provides Dated October 2<sup>d</sup> 1679. By the Court James Cary Clerk. Charlestowne

By vertue Hearoff J Deputte m<sup>r</sup> Sammuell Huntingt Constable off Charlestowne my Lawfull Deputy ffor the Execution off this warrantt

2 : 8 : 79

EDWARD MITCHELLSONN  
marshel gene.

[endorsed on back]

I haue Attached the house & farme of M<sup>r</sup> Samuuell Bellingham, to be Responsible, According to the true Jntent of this Attachment; & left the Same Jn the Possesion of Leiu<sup>t</sup> Smith; of Winnesimet October the 2<sup>d</sup>: 1679

P. Sam<sup>l</sup> HuntingDeputy to the Marshall Gen<sup>l</sup>

<sup>1</sup> The papers in this suit are in Middlesex Court Files, October term, 1679. Captain Hammond and his wife lived in Middlesex County, but the farm attached, and the residence of Richard Wharton, attorney to Samuel Bellingham, were in Suffolk County.

<sup>2</sup> The original writ with the official endorsements thereon.

<sup>3</sup> The words in this parenthesis were interlined.

I left a Coppi of this atachment at M<sup>r</sup> Whortins hous With an a  
Covnt of what i had atacht.

October 2 1679 Samuel Hunting  
Deputy to the Marshal gen<sup>ll</sup>

*M<sup>r</sup> Samuel Bellingham's Bond. Anno 1660 \**

Know all men by these p<sup>r</sup>sents that J Samnel Bellingham  
of the Parish of Merton in the County of Surrey Gent.  
doe acknowledge my Selfe to Owe & Stand Jndebted unto  
Francis Willoughby of the Parish of S<sup>t</sup> Olaues Hart street  
The Summe of One hundred Ponnds of Lawfull mony of  
England to Bee payd to the Said Francis Willowby his  
Executo<sup>rs</sup> or Assignes, To the True Paym<sup>t</sup> wherof J bind  
my Selfe my heires Executo<sup>rs</sup> Ad[ministra]to<sup>rs</sup> & Assignes  
by these p<sup>r</sup>sents Signed [then] Sealed with my Seale this  
thirtyeth day of June [in] the yeare of o<sup>r</sup> Lord one thousd  
Six hundred & Sixtye & of His Maiestyes Raigne the  
Twelfth;

The Condition of this Obligation is Such that Jf the aboue  
bounden Samuel Bellingham his heires Executo<sup>rs</sup> Adminis-  
trato<sup>rs</sup> or Assignes shall Pay or Cause to bee Payd unto the  
aboue named Francis Willoughby his Executo<sup>rs</sup> or Assignes  
at his now dwelling house in Seething Lane in London the  
full Summe of fiftye Pounds of Lawfull Monye of England,  
with thirty Shillings ouer & abone the said Summe for the  
use & interest therof at or before the twenty Sixth day of  
December next ensuing the date hereof, Then this Obliga-  
tion to bee void & of noe effect, Otherwise to bee in full force  
& virtue;

Signed Sealed & deliuered  
in p<sup>r</sup>sence of.

Sa : Bellingham (seal) \*

Henry Shergall  
Owen : Floyd

*Francis Willoughby to Samuel Bellingham \**

*Oct. 12, 1661*

Sir

J suppose you will not wonder y<sup>t</sup> J visitt yon once in foure  
or five monthes & the rather for y<sup>t</sup> J am not worthy of an

- \* This is the endorsement on the back of the bond.
- \* Impression in wax with a coat of arms.
- \* Apparently in the handwriting of Francis Willoughby.

answer to my last of y<sup>e</sup> first of June last — the Contents you know to be matter of mony w<sup>ch</sup> you desired y<sup>e</sup> lone of for a quarter of a yeare & how long expired you cannot butt know. if thatt be y<sup>e</sup> p<sup>d</sup>uct of remoues to holland itt will make frinds afraid to attempte thitherward really Sir how a man of your seeming inienuety [ingenuity?] can dispence wth your selfe in a busones of y<sup>t</sup> nature or answer a frindly demaund to any y<sup>t</sup> desire satisfaction I know not. Js not fifty od pound after eight or ten monthes absence w<sup>th</sup> a departure wthout frinds knowledge worth an apoligy pray Consider itt & tell me how you will answer itt to man to Conscience or to god. am J become an offender because J was ciuill were there noe late transactions y<sup>t</sup> might haue begott a litle Corispondency but must J sell my mony wth my frind, where is y<sup>t</sup> ould inienuety ciuility & Christianity y<sup>t</sup> aquantance & feshon & affliction calls for. Are you remoued from your frinds from your feares & y<sup>e</sup> troubles y<sup>t</sup> others of your ffrinds are like to feele y<sup>t</sup> you may act & doe as you list; pray sir Consider & doc not puke y<sup>e</sup> spiritts of your frinds J bles god J doe not charge religion but J asure you such actings will expose the name of god, & you may be instrumentall to bring y<sup>t</sup> reproche vpon his wayes wch you may not be able to recouer pray sir Consider & beleue y<sup>t</sup> my ocations call for my owne not onely as mine but as my afaiers neede itt. J liue in hope you will not trouble your selfe or mee to reade or wright farther on this subiect, hoping y<sup>e</sup> next conuayance will giue mee ground to say J am satisfyed wch is y<sup>t</sup> J much long for : as allsoe to vindicate your reputation wch you neede : J rest willing to aproue myselfe your ffrind

ffr. Willoughby

London att y<sup>e</sup> broad arrow  
head att m<sup>r</sup> Speeds in  
cheapeside : 12<sup>t</sup> octo 61

*Francis Willoughby to ———* <sup>1</sup>

Sir

J am . Constrayned to enter an Action agaynst y<sup>e</sup> estate of m<sup>r</sup> Sam. Belingham (hauing vsed other meanes) for a debt due to me in England euer since ye yeare 60, And haue troubled my

<sup>1</sup> This and the following paper bear no endorsements. The records of the Middlesex County Court for the year 1665 are missing; the files for that year contain no papers of the suit referred to.

frind m<sup>r</sup> Collicott to manage ye busones for me My request to you is y<sup>t</sup> itt may be one of y<sup>e</sup> first actions because m<sup>r</sup> Collicott busones calls him away & w<sup>t</sup> charge for entry of y<sup>e</sup> action &c, J will [illegible] become your sertayne debtor. J am Charlestowne first 2<sup>d</sup> 65./ your serut  
J pleade not for fauaur ffr Willoughby.  
Justice will mak mee a succor

*Power of Attorney from Francis Willoughby<sup>\*</sup>*

J doe By these presents substitute and apoynt my very louing frind m<sup>r</sup> Rich. Collicott my true & lawfull Attorney to psicute my Action now depending att y<sup>e</sup> Court att Cambridge agaynst the estate of m<sup>r</sup> Sam Bellingham in y<sup>e</sup> hands of m<sup>r</sup> Brattle his attorney or any other pson p<sup>m</sup>ising o ratify Conferme & aproue of w<sup>t</sup> my sd attorney shall doe in y<sup>e</sup> premises as wittnes my hand & seale this first of y<sup>e</sup> 2<sup>d</sup> month 1665

ffr Willoughby.

*Samuel Bellingham to Richard Wharton*

Part of a Letter from M<sup>r</sup> Bellingham from Bremen  
Aug<sup>t</sup> 30 : 1678

S<sup>r</sup>

As for M<sup>r</sup> Willoughbyes business J am Exceedingly injured therein alsoe, his Son Came over Long Since, and brought me a Letter from his father, with positue order to pay unto him fifty pds, & because J paid it not p<sup>r</sup>sently, by Vertue of authority from his father he arested my goods in London, then in y<sup>e</sup> hands of M<sup>r</sup> Brookes March<sup>t</sup>; as appears by M<sup>r</sup> Brookes Letters then sent me,— which hinderd my goods from being sent to me that oppertunity, w<sup>ch</sup> was y<sup>e</sup> occasion of the Loss both of my goods books and papers by fire in y<sup>e</sup> Burning of the City after,\* he aresting them in y<sup>e</sup> hands of the March<sup>t</sup> that then had received them in order to send them to me, that oppertunity was lost &c: they still delay'd till y<sup>e</sup> fire tooke them, which had they not been stayed by him, might then haue Come Safe to me Soe J haueing fifty four pds in y<sup>e</sup> hands of some friends in Engld, J was forced to giue his Son a Bill of Exchg to receive that Summe, Expecting he would haue sent me my bond or Cancelld it before some friends, if he had not received it, he should haue protested my Bill & Continued his arest upon my goods, But hee being Satisfyed, J was Confident he had received it, Soe y<sup>t</sup> J never Demanded nor

\* The great fire of London was in September, 1666.

received one penny of it to this day, w<sup>ch</sup> he should haue done had not he received it, But of this J gaue m<sup>r</sup> Willoughby Several yeares agone in a larg Letter J sent him Concerning it, w<sup>ch</sup> was delivered him in y<sup>e</sup> p<sup>r</sup>esence of my father & y<sup>e</sup> other Magistrates, to full Satisfac<sup>on</sup>, that he had not a word to object ag<sup>t</sup> it, w<sup>ch</sup> letter (as J heard) not onely Silenced him before them, but made him Very much ashamed of his Soe much troubling me, & dureing y<sup>e</sup> whole tyme of his life after, he never Demanded it more of me, what ever his Son did with it in Engld J Cannot giue acc<sup>t</sup>; y<sup>e</sup> Money was duely pd by me, my Bills never protested, & not one penny of the Money ever demanded by or pd to me to this day &c =

A true Copy Compared w<sup>th</sup> y<sup>e</sup> originall J : R : C \* : Octob<sup>r</sup> : 7 : 79

The deposition of John Higginson Sen Aged 63 <sup>10</sup>

Being called to say w<sup>t</sup> J remember in a discours between m<sup>r</sup> Willowby (A late deputy Governor) <sup>11</sup> & my selfe (some time in y<sup>e</sup> summer of y<sup>e</sup> year 1670) about m<sup>r</sup> Bellinghams debt to him, if it may be of any vse for y<sup>e</sup> clearing vp of truth & righteousness — this is all I can say for y<sup>e</sup> Substance. y<sup>t</sup> I do well remember m<sup>r</sup> Bellingham writing to me then desired me to speak with his honoured Father about a Supply to be sent ouer to him, his Father excused it as by other things, so by his being lyable to pay a debt for him to m<sup>r</sup> Willowby, m<sup>r</sup> Bellingham vnderstanding this, replied — his 2<sup>d</sup> Letter to me y<sup>t</sup> m<sup>r</sup> Willowby reviled him &c (as appears in y<sup>e</sup> letter) I speaking with m<sup>r</sup> Willowby about it, He told me y<sup>t</sup> He was not guilty of reviling him any otherwise then saying y<sup>e</sup> 50<sup>l</sup> he had lent him so many years before was not payd to him to y<sup>t</sup> day : He sayd indeed m<sup>r</sup> Bell: Father had tendred him payment in Indian Corne & by m<sup>r</sup> Treasurer Russell, but not in Money, when it was Money he had lent his Son & Money he demanded as also something for vse. Having seen y<sup>e</sup> hand vnto y<sup>e</sup> Bond its seems to me to be so like his hand in other of his Letters, y<sup>t</sup> J haue no doubt but it is m<sup>r</sup> Sam. Bellinghams hand.

Taken vpon oath 4-7-79.  
before me Edm Batter Comissio<sup>r</sup> in Salem

\* Jonathan Remington, Clerk to the Middlesex County Court.

<sup>10</sup> Rev. John Higginson of Salem was the father of Richard Wharton's second wife. The attestation to this deposition is in a poorer and more antiquated hand than the body of the document. It is endorsed "Mr Jno Higginson's Testimony."

<sup>11</sup> The words within this parenthesis were placed in the margin with a caret to designate the point for their insertion.

*Judgment in the County Court*<sup>12</sup>

At a Coun Court held at Cambridge — October 7<sup>th</sup> 1679 . . .

Cap<sup>t</sup> Lau: Hamond      Cap<sup>t</sup> Laurance Hamond, & m<sup>rs</sup> Margaret  
                                  ag<sup>t</sup>      Hamond his wife, y<sup>e</sup> relict widow & exec-  
 m<sup>r</sup> Sam: Bellingham      utrix to y<sup>e</sup> estate of ffrancis Willoughby  
                                  Esq<sup>r</sup> late of Charlestowne decēd. Plant.  
 ag<sup>t</sup> m<sup>r</sup> Samuel Bellingham, in an accoff of debt due to y<sup>e</sup> estate  
 of the said ffrancis Willoughby by bond bearing date the 30<sup>th</sup>  
 of June 1660. for 51<sup>l</sup> 10<sup>s</sup>. 00. sterling money of England, with  
 due damages, according to Attachm<sup>t</sup> on file. dat. octob. 2. 79.  
 The Jury haueing heard the severall pleas & evidences in the  
 case, as they were severally p<sup>r</sup>esented, by the pl. & m<sup>r</sup> Ri: Wharton  
 in behalfe of the Deff<sup>t</sup> & as his Attorney, brought in their verdict  
 finding for the pls. the bond of fifty one pounds ten shill. &  
 interest for the same nineteen yeares, at eight pounds p hundred.  
 and is seaventy six pounds damages besides the bond abovenamed.  
 & costs of Court.

M<sup>r</sup> Ri: Wharton Attorney of the Deff<sup>t</sup> as above made his appeale  
 from the Judgem<sup>t</sup> of this Court, unto the next Court of Assistants.  
 and gave bond to prosecute y<sup>e</sup> same to effect as y<sup>e</sup> law provides.  
 M<sup>r</sup> Ri: Wharton, attorney for m<sup>r</sup> Samuel Bellingham appearing  
 in Court doth acknowledge himselfe to stand bound, (together  
 with the estate of m<sup>r</sup> Samuel Bellingham Attached to answ<sup>r</sup> this  
 Sute) in the Sum<sup>e</sup> of three hundred pounds sterl. to the Trē<sup>r</sup>  
 of the Coun, for & to y<sup>e</sup> use of the p<sup>l</sup> Cap<sup>t</sup> Laur. Hamond to be  
 by him said Wharton forfeited & payd, On Condictōn y<sup>t</sup> he will  
 psecute this his Appeale to effect as the law directs.<sup>13</sup>

*Judgment in the Court of Assistants*<sup>14</sup>

Att A Court of Assistants held at Boston 2<sup>d</sup> day of march 1679  
 [1680]. . . .

Samuel Bellingham Esq<sup>r</sup> plaintiffe against Cap<sup>t</sup> Lawrence  
 Hamond & margaret his wife excecatrix to y<sup>e</sup> last will of the late  
 Bellingham ag<sup>t</sup>      Francis willowby Esq<sup>r</sup> deffendant in an action  
 Hamond      of Appeale from the Judgment of the County  
                          Court at Cambridge in octobe<sup>r</sup> last After the  
 1<sup>st</sup> Jur:      Attachment Courts Judgment Reasons of Ap-

<sup>12</sup> MSS. Records of the Middlesex County Court, 1671-1680, pp. 286, 287.

<sup>13</sup> Richard Wharton's Reasons of Appeal, the Answer to the Reasons of Appeal, and the bill of costs on the appeal, are in Suff. Early Court Files, No. 1831, Papers 4, 5, and 6.

<sup>14</sup> Records of the Court of Assistants, i. 157.



peale & evidences in the Case produced were read Comitted to the Jury and are on file w<sup>th</sup> the Reccords of this Court the Jury brought in their virdict they found for y<sup>e</sup> deffend<sup>t</sup> the forfeiture of the bond one hundred pounds starling money of England & Costs of this & forme<sup>r</sup> Courts : 15<sup>s</sup> 10<sup>d</sup> This Judgm<sup>t</sup> is to stand entred according to law from y<sup>e</sup> next Court of Assistants in Septembe<sup>r</sup> nex<sup>t</sup>]

## APPENDIX 2

[WHARTON CONT<sup>a</sup> STODDARD<sup>1</sup>

At a County Court for Suffolke held at Boston: 25<sup>o</sup> April. An<sup>o</sup> 1682. . . .

Richard Wharton Attourney to Sam<sup>n</sup> Bellingham Esq<sup>f</sup> Son and heire to Richard Bellingham Esq<sup>f</sup> deced plaint. cont<sup>a</sup> m<sup>f</sup> Anthony Stoddard sometime pretended Trustee and Executo<sup>r</sup> to the Estate and last will of the s<sup>d</sup> Rich<sup>d</sup> Bellingham — in an action of the case for that the Defend<sup>t</sup> deteines from the s<sup>d</sup> Sam<sup>n</sup> Bellingham and the plaint. as Attourney afores<sup>d</sup> and refuses to render any accompt. of such bills bonds accompts deeds evidences and writeings late belonging to s<sup>d</sup> Rich<sup>d</sup> Bellingham and now to the s<sup>d</sup> Sam<sup>n</sup> Bellingham as the Def<sup>t</sup> by virtue of his afores<sup>d</sup> pretended trust and power Seized upon or otherwise have come to his hands or knowledge &c<sup>a</sup>. The attachm<sup>t</sup> and evidences in the case produced being read and comitted to the Jury which are on file The Jury brought in their Verdict. they found for the plaint. Viz<sup>t</sup> That the Defend<sup>t</sup> render to the plaint. a just and true accompt of all such bonds bills accompts Deeds & other writeings of concernm<sup>t</sup> belonging to the Estate of the late Honor<sup>d</sup> Richard Bellingham Esq<sup>f</sup> which were comitted to his Custody, or were delivered to him with other Trustees to the s<sup>d</sup> Estate; and that the Def<sup>t</sup> make Oath that none of the premisses are concealed by him or have been convayed away with his knowledge or consent, and that such of them as are not already delivered bee delivered to the plaint. within forty dayes ensuing or else to pay to the plaint. five hundred pounds and costs of Court.

WHARTON CONT<sup>a</sup> RANGER<sup>2</sup>

At a County Court for Suffolke held at Boston 24<sup>o</sup> April A<sup>o</sup> 1683. . . .

Richard Wharton Attourney to Samuel Bellingham Esq<sup>f</sup> heire & Administrator to Richard Bellingham Esq<sup>f</sup> deced<sup>d</sup> pl<sup>t</sup> cont<sup>a</sup> Edmond Ranger<sup>3</sup> Def<sup>t</sup> in an action of the case for withholding Eleven

<sup>1</sup> MSS. Records, Suff. Co. Court, 1680-1692, p. 94.

<sup>2</sup> *Ibid.*, 131.

<sup>3</sup> Edmond Ranger witnessed the will of Governor Bellingham.

pounds money due to the s<sup>d</sup> Sam. Bellingham for bookes sold the s<sup>d</sup> Ranger by m<sup>r</sup> Anthony Stoddard being the Estate of s<sup>d</sup> Richard & Samuel Bellingham as appeares by the accompt & Oath of s<sup>d</sup> m<sup>r</sup> Stoddard, w<sup>th</sup> all damages: The attachment & evidences in the case pduced being read & committed to the Jury which are on file, The Jury brought in their Verdict, They found for the Defend<sup>t</sup> costs of Court.]

## APPENDIX 3

[WHARTON *vs.* EUSTACE<sup>1</sup>

At an Inferiour Court of Common Pleas holden in Boston for the County of Suffolke March 6<sup>th</sup> 1693/4. . . .

Martha Wharton widow which was the wife of Richard Wharton late of Boston Esq<sup>r</sup> Dec<sup>d</sup> ag<sup>t</sup> William Eustace of Winnesimet in the Township of Boston, The third part of One Messuage, one barne, one stable, one Garden, one Orchard, and two hundred & one Acres & an halfe of Uplande Meadow with the Appur<sup>ces</sup> in Winnesimet in the Township of Boston afores<sup>d</sup> as the Dower of the said Martha of the Endowing of s<sup>d</sup> Richard her late husband by writ of Our Sovereigne Lord & Lady the King & Queen of Dower whereof she hath nothing, as p<sup>r</sup> sum<sup>ons</sup> dated 20. November 1693. and declaration filed. This Action was Entred at December Court and continued by consent to this Court. The parties appeared by their Attorneys, The Defend<sup>t</sup> by his Attorney saith, That the s<sup>d</sup> Richard Wharton was never seized of the p<sup>r</sup>misses in demand in such Estate as whereof the s<sup>d</sup> Martha can be endowed The Sum<sup>ons</sup>, Declaration & Evidences in the Case prodnced were read & committed to the Jury; The Jury returned their Verdict thereon, viz<sup>t</sup> They find for the pl<sup>t</sup> That she have her Dower viz<sup>t</sup> One third part of the farme according to Sum<sup>ons</sup> & Declaration. Therefore it was considered by the Court, That the s<sup>d</sup> Martha should Recover her Seisin vers. the afores<sup>d</sup> William Eustace of the Third part of s<sup>d</sup> farme w<sup>th</sup> the appur<sup>ces</sup> & that the s<sup>d</sup> William Eustace &c And on this the afores<sup>d</sup> Martha prayes the Writ of our Lord & Lady the King & Queen to the Sherife of the County directed that she may have full seisin of s<sup>d</sup> Third part of s<sup>d</sup> ffarme and its appurtenances set forth unto her to hold in severaly by metes & bounds.]

<sup>1</sup> MSS. Rec. of Court of Common Pleas, 1692-1698, p. 55.

## APPENDIX 4

[BELLINGHAM vs. EUSTACE<sup>1</sup>*The Writ<sup>2</sup>*

WILLIAM THE THIRD, by the Grace of God King of England,  
Scotland, France and Ireland, Defender of the Faith, &c.  
Province of the  
Massachusetts Bay ss: To Our Sheriff of Our  
(Seal) County of Suffolke or under Sheriff or Deputy,  
Greeting.

Wee Command you to Attach the Goods or Estate of Sarah Eustace Relict widow of William Eustace late of Winnisimett within the s<sup>d</sup> County dec<sup>d</sup> to the Value of Five hundred pounds and for want thereof to take the Body of the said Sarah Eustace (if she may be found in your Precinct) and her safely keep, so that you have her before Our Justices, at Our next Superiour Court of Judicature<sup>3</sup> to be holden at Boston for Our said County, on the last Tuesday of April instant then and there to Answer to Samuel Bellingham Esq<sup>r</sup> or his Attourney in an Action of the Case for that the s<sup>d</sup> Sarah Eustace doth refuse to deliver to the pl<sup>t</sup> a Certain Farme Viz: A Dwelling House and Upland & Meadow Scituate lying and being in Winnisimett afores<sup>d</sup> in the County of Suffolke afores<sup>d</sup> formerly knowne hy the name of Richard Bellingham's Farme, and was the estate late belonging to s<sup>d</sup> Richard Bellingham, Esq<sup>r</sup> late Governo<sup>r</sup> of the Massachusetts Colony in New England; and now of right descended to the Pl<sup>t</sup> only Son and heir of the s<sup>d</sup> Richard Bellingham deceased; and afterwards in the possession of s<sup>d</sup> pl<sup>t</sup> hy his Attourney; The withholding the possession of said Farme heing to the Pl<sup>t</sup> damage Six hundred pounds in money. As shall then and there appear, with Damages: and have you there this Writt. Witness Thomas

<sup>1</sup> See *supra*, pp. 464-470 and notes 9, 14, papers endorsed with the name of this suit.

<sup>2</sup> Court Files, Suffolk, No. 3558. Paper No. 1. The original writ with the official endorsements thereon.

<sup>3</sup> Note that this suit originated in the Superior Court, and did not come before it by appeal.

Danforth Esq. At Boston, this Thirteenth Day of April In the Ninth Year of Our Reign Annoque Domini, 1697.

Addington Davenport Cler

(On the face of the Writ, at the left side, the following is written, viz.:—)

The defendt pleads she holds possession as tenant unto major Robt Thompson purchased from m<sup>r</sup> Rich<sup>d</sup> Wharton to whom y<sup>e</sup> premisses was granted in Execution for a just Debt, & recorded according to Law

B : Bullivant Att pro defendt<sup>e</sup>

(On the back of the Writ is the following, viz.:—)

Suffolk ss

Boston April 14 1697

By Virtue of this precept to me Directed I have attached The Body of the within mentioned Sarah Ewstice and taken Bond

Sam<sup>l</sup> Gookin Sherrife

Know all Men by These presents that I Sarah Ewstice am firmly Bound to Sam<sup>l</sup> Gookin Sherrife of S<sup>d</sup> County In the Sum<sup>m</sup> of five hundred pounds On Condition that I y<sup>e</sup> S<sup>d</sup> Sarah Ewstice Doe Appear at the Next Supp: Court of Judicature to Be holden Bost In S<sup>d</sup> County on the Last Tuesd of this Instant April then and there to Answer to y<sup>e</sup> within mentioned Sam<sup>l</sup> Bellingham or his Lawfull attorney In an action of the Case, as May In the Within Mentioned precept More at Large appear As witness my hand.

Sarah } Ewstice  
Her } Mark

#### *Power of Attorney \**

Bellingham WHEREAS I Samuel Bellingham Esq<sup>r</sup> did Sometime  
to since by writeing or Letter of Attorney under my  
Bellingham hand and Seale make and appoint Nathaniel Newdigate of Boston in New-England Merchant my Attorney for me and in my name and to my use to Aske and receive of Richard Smith, Jeremiah Belcher and Nicholas Rice<sup>e</sup> of Wynsimett in New-England, and all that owed me moneys

\* Mrs. Elizabeth Bellingham, whose arrival in New England was described *supra*, p. 470, note 15, did not place on record or produce in court the deeds of her marriage settlement vesting the title to the Bellingham estates in trustees for her use (*infra*, pp. 502-509), but brought suit in her husband's name by virtue of this power of attorney. It is recorded in Suff. Deeds, L. 14, f. 266. See also a copy in Suff. Early Court Files, No. 3417.

\* Nicholas Rice was the tenant preceeding William Eustace. *Supra*, pp. 365, 430, 451.

from them for rent for Lands in New England All Such Summs of money as are due to mee from them for rent or Arrears for Lands & hereditaments in New-England aforesaid, with divers powers and authorities therein menconed As by the said recited writeing or letter of Attorney relaçon being thereunto had more fully may appeare. now I the said Samuel Bellingham for divers good causes and consideracons me moveing have revoked maid void and determined, And by these presents Do revoke, make void and determine the said recited writeing or Letter of Attorney and all the powers and authorities thereby given unto the said Nathaniel Newdigate, And all other Letters of Attorney powers and authorities by mee heretofore given to the said Nathaniel Newdigate or any other person concerning the premisses AND FURTHER I the said Samuel Bellingham for divers good causes have made ordained and appointed And by these presents Doe make ordaine and appoint my dear and welbeloved wife Elizabeth my true and lawfull Attorney for me in my name and to my use to Aske demand sue for recover and receive, not only of and from the said Nathaniel Newdigate all Summs of money by him received or discharged by vertue of the said Letter of Attorney, or otherwise on my account; But also of the said Richard Smith, Jeremiah Belcher and Nicholas Rice their Executors or Administrators and all other persons who stand indebted to me in any Summe or Summs of money debt or demand for rent or arrears of rent or otherwise in New-England All and every Summe and Summs of money debts and demands whatsoever due and owing unto me for or on account of rent or arrears of rent for all or any the Messuages Lands Tenements or Hereditaments in New England which doe or at any time heretofore did belong unto or were held of me the s<sup>d</sup> Samuel Bellingham, or on account of wast or want of repaires done or Sufferred on or about any the premisses and on every other account whatsoever And upon non payment thereof or any part thereof, for me and in my name to coñeene, prosecute and carry on any accõn or accõns suites, process or execucon for and concerning the same as fully and effectually as I in my owne person might or could doe, And upon receipt thereof or any part thereof Acquittances or other Suffieient Discharges for me and in my name to make and execute And Attorneys one or more under my said Attorney to make and substitute And againe at her will and pleasure to revoke. And generally to doe performe and execute all and every such Act and Acts thing and things for obtaining and recovering the premisses as I in my owne person might or could doe and that as fully and effectually to all intents and purposes RATIFYING and

allowing for firme and effectual all and whatsoever my Said Attorney shall lawfully doe or cause to be done by vertue of these presents. IN WITNESSE whereof the said Samuel Bellingham hath hereunto sett his hand and seale the Eleventh day of May Anno Dñi 1696 And in the Eighth year of the Reigne of Our Sovereigne Lord King William the third over England &c<sup>a</sup>

Signed Sealed and Delivered

being First Stamped with the

Samuel Bellingham (seal)

Six penny Stamp in the

presence of Benj: Woodbridge

Jn<sup>o</sup> Hunkin, John Broccass,

Catherine Broccass

Memorand. That on the 27<sup>th</sup> day of Jan<sup>y</sup>. Annoq Dñm. 1696 [1697] m<sup>r</sup> Benj: Woodbridge & John Broccass two of the Witnesses Subscribed to this Instrument appeared before me the Subscriber one of his Majesties Council of the Province of the Massachusetts Bay in New-England & Justice of Peace within the same & made Oath that they Saw Samuel Bellingham Esq<sup>r</sup> Signe Seal & Deliver the abovewritten Instrum<sup>t</sup> as his Act & Deed.

Nathaniel Thomas.

Entred & Recorded ffebruary 6<sup>th</sup>. 1696/7

### *The Court's Judgment\**

Suffolke ss.

At his Mat<sup>ies</sup> Superiour Court of Judicature, Court of Assize and General Goale Delivery holden at Boston for the County aforesaid on the last Tuesday in April 1697 being the 27<sup>th</sup> day of s<sup>d</sup> month. Before the Hon<sup>ble</sup> Thomas Danforth. Wait Winthrop. Elisha Cooke, Samuel Sewall Esq<sup>rs</sup> Justices. . . . Samuel Bellingham Esq<sup>r</sup> pl<sup>t</sup> Vers Sarah Eustace Reliet widow of William Eustace late of Winnisimett within the County of Suffolke — dec<sup>d</sup> Def<sup>t</sup> — Jn an Action of the Case for that the s<sup>d</sup> Sarah Eustace doth refuse to deliver to the pl<sup>t</sup> a Certaine ffarme, Viz<sup>t</sup> a Dwelling House, and Upland and Meadow, Seituat lying and being in Winnisimett afores<sup>d</sup> in the County of Suffolke afores<sup>d</sup> formerly knowne by the name of Richard Bellinghams ffarme, and was the estate late belonging to s<sup>d</sup> Richard Bellingham Esq<sup>r</sup> late Govern<sup>or</sup> of the Massachusetts Colony in New England, and now of right descended to the pl<sup>t</sup> only Son and heir of the s<sup>d</sup> Richard Bellingham deceas<sup>d</sup> and afterwards in the possession of the pl<sup>t</sup> by his Attorney; The withholding the possession of s<sup>d</sup> ffarme being to the pl<sup>ts</sup> damage Six hundred pounds in money.

\* MSS. Rec. of the Superior Court of Judicature, ii. 108.



The Defend<sup>t</sup> appeared by Benjamin Bullivant her Attourney and pleads she holds possession as Tenant unto Maj<sup>r</sup> Robert Thompson purchaser from M<sup>r</sup> Richard Wharton to whome the premises was granted in Execution for a just Debt and Recorded according to Law. The Writ Def<sup>t</sup>s plea, Evidences and allegations on both sides being fully heard, The Case was committed to the Jury, who were Sworne according to Law: to try y<sup>e</sup> same and Returned their Verdict therein upon Oath; That is to say They find for the pl<sup>t</sup> The House and Land sued for, and Costs of Court. Jts therefore considered by the Court That the s<sup>d</sup> Samuel Bellingham shall recover against the s<sup>d</sup> Sarah Eustace the House and Land sued for, and Costs of Court taxed at Four pounds Nine shillings

1<sup>st</sup> Jury <sup>7</sup>

(In the margin of record is the following:) *fiacias habere possessionem* issued May 7<sup>th</sup> 1697.

### *The Writ of Execution \**

William the Third by the Grace of God King of England Scotland France and Ireland Defender of the Faith &c.

Province of the To Our Sheriffe of Our County of Suffolk  
Massachusetts Bay ss: folke or his Deputy or under Sheriffe  
(Seal) Greeting.

Whereas Samuel Bellingham Esq<sup>r</sup> by his Attourney before Our Justices of Our Superiour Court of Judicature held at Boston within Our s<sup>d</sup> County upon the last Tuesday in April last past by the consideration of Our said Court recovered his Terme yet to come of and in a Certain Farme, Viz<sup>t</sup> A Dwelling House and Upland and Meadow Scituate lying and being in Winnisimett in the County of Suffolke afores<sup>d</sup> formerly knowne by the name of Richard Bellinghams Farme, against Sarah Eustace relict widow of William Eustace late of Winnisimett afores<sup>d</sup> dec<sup>d</sup>, who had unjustly put out and amoved the s<sup>d</sup> Samuel Bellingham from his possession thereof, And also there recovered Four pounds Nine shillings for costs and damages which he has sustained by reason of the s<sup>d</sup> Offence and Ejectment, and expended for the removal thereof, as to Us has been made to appear of Record

Wee Command You therefore That without delay you cause the s<sup>d</sup> Samuel Bilingham by his Attourney of and in the afores<sup>d</sup>

\* The 1st Jury of Trials: Joseph Eliot forem., Walter Hungerford, John Miles, John Eustace, Joseph Pierce, Nathaniel Clap, John Smith, Samuel Culliver, Jacob Pepper, Jacob Newhall, Jacob Nash, John Baker.

\* Court Files, Suffolk, No. 3558. Paper No. 2. The original writ with official endorsements.

Farme Vizt a Dwelling House Upland and Meadow with the Apurtenances Scituate lying & being in Winnisimett afores<sup>d</sup> to have possession of his Terme yet to come. Wee also Command You That of the Goods Chattells or Lands of the s<sup>d</sup> Sarah Eustace within your Precinct at the value thereof in money, You cause the s<sup>d</sup> Samuel Bellingham by his Attourney to be paid and satisfyed the Sum of Four pounds Nine shillings, which to the s<sup>d</sup> Samuel Bellingham in the said Court was adjudged for his Costs and damages with Two shillings more for this Writ; and thereof also to satisfy yourself for your own Fees. And for want of such Goods Chattells or Land of the s<sup>d</sup> Sarah Eustace to be by her showne unto You, or found within yo<sup>r</sup> precinct to satisfy the afores<sup>d</sup> Sum<sup>e</sup> ; Wee then Command You to take the Body of the s<sup>d</sup> Sarah Eustace and her Commit unto the Keeper of His Maj<sup>ties</sup> Goal in Boston within the s<sup>d</sup> Prison, whome Wee likewise Command to receive her the s<sup>d</sup> Sarah Eustace, and her safely to keep until she pay unto the s<sup>d</sup> Samuel Bellingham the full Sum above-mentioned, or to his Attourney, and be by her released, and also satisfy your Fees. And This Writ with your doings therein You are to Return unto Our s<sup>d</sup> Superiour Court of Judicature to be holden at Boston upon the last Tuesday in October next.

Witness Thomas Danforth Esq<sup>r</sup> in Boston the Seventh day of May 1697. In the Ninth Year of Our Reigne.

Addington Davenport Cler

May 8. 1697

Suffolke ss. In Obseruance of this his Maj<sup>ties</sup> Writt of Habere facias Possessionem I haue Leuied the Same upon a Certain Farme (Vizt) a Dwelling House, and Upland, and Medow, Scituate Standing & Being in Wenesimitt in the town Shipp of Boston in the County afore S<sup>d</sup> formerly Known by the Name of Richard Bellingham<sup>s</sup> Farme, and I haue Deliuored the Same to m<sup>rs</sup> Elizabeth Bellingham attorney to y<sup>e</sup> Within mentioned Samuel Bellingham Esq<sup>r</sup> I haue also Leuied upon the Mony of the w<sup>thin</sup> mentiond Sarah Eustace y<sup>e</sup> Sum<sup>e</sup> of four pounds Nine Shillings with two Shilling more for this writt I haue also Leuied for my fees five pound mony of Estate of y<sup>e</sup> S<sup>d</sup> Sarah Eustice

Sam<sup>l</sup> Gookin Sherff

## THE BILL OF COSTS \*

Supr Court held at Boston Ap: 27th 1897.

Saml Bellinghame Esqr Plt his bill of Costs agt Sarah Eustice

	£	s	d
for the writt and Serveing att Winnisimit . . . . .	0-	5-	0
Attornyes fee . . . . .	0-	12-	0
for Coppies of records . . . . .	1-	0-	0
Entering the action . . . . .	0-	12-	0
Supena for two wittnesses and their attendance 4 dayes / . . .	0-	16-	6
To the Jury . . . . .	0-	13-	6
Plts Attendance at Court 4 dayes . . . . .	0-	6-	0
fileing papers . . . . .	0-	3-	0
Taxing Costs . . . . .	0-	1-	0
	4.	09.	00

Examd per Ad: Davenport Cler.

Allowed

T. D.<sup>31</sup>]\* *Ibid.*, Paper No. 3; autograph endorsements.<sup>31</sup> Thomas Danforth, one of the judges at that term of court.

## APPENDIX 5

[THOMSON vs. EUSTACE. 1699

*Court Record*<sup>1</sup>

Suffolk ss : Anno RR<sup>o</sup> Guilielmi Tertii nunc Angliae &<sup>ca</sup> Undecimo. At an Inferiour Court of Common Pleas holden at Boston for the County aforesaid on the first Tuesday of January being the Second day of s<sup>d</sup> Month; Annoq: Domini 1699 [1700]. Before the Hono<sup>ble</sup> Elisha Hutchinson, Isaac Addington, John Foster, Peter Sergeant Esq<sup>rs</sup> Justices. . . . Joseph Thomson of London, Merch<sup>t</sup> Exec<sup>r</sup> of the last Will & Testament of his late Father Robert Thomson Deced — Pl<sup>t</sup> v Sarah Eustace, Widow, Relict of William Eustace late of Winnisimmet within y<sup>e</sup> County of Suffolk deced — Def<sup>t</sup> Jn an Action of Trespass upon the Case according to Writt, bearing date y<sup>e</sup> 14<sup>th</sup> of Decemb<sup>r</sup> 1699. The Pl<sup>t</sup> not appearing by himself or Attorney, is Non-suit. & Costs allowed to y<sup>e</sup> Def<sup>t</sup>

THOMSON vs. EUSTACE. 1700<sup>2</sup>*The Writ*<sup>3</sup>

William the Third, by the Grace of God of England, Scotland, France and Ireland, King, Defender of the Faith, &c.

<sup>1</sup> Records of Suff. Court of Common Pleas, 1699-1701, p. 26.

<sup>2</sup> The following papers are filed with the two papers given here, in Court Files, Suffolk. No. 4639. (1) Paper No. 3. Copy of court record, July 31, 1683, in the case of Richard Wharton vs. the estate of Samuel Bellingham, given *supra*, p. 468. (2) Paper No. 1. Copy of the writ of execution in the same case with the endorsements thereon, given *supra*, p. 469. This is an attested copy by Addington Davenport of the copy attested by Joseph Webb. (3) Paper No. 6. Deed from Richard Wharton to Edward Thomas as agent for Robert Thompson of London. *Supra*, p. 470. (4) Paper No. 4. Copy of Letters of Administration issued by the Prerogative Court of Canterbury under the signature of Tho: Welham, Deputy Registrar, and the seal of the Court December 6, 1694, to Joseph Thompson, son and sole executor named in the last will and testament of Robert Thomson of Stoke Newington, Middlesex, England. This is a copy, attested by Addington Davenport, Clerk of Court, of a copy attested by the signature and seal of William Scorey, Notary Public in London. Both the document and the attestations are in Latin.

<sup>3</sup> Court Files, Suffolk. No. 4639. Paper No. 2. The original writ with official endorsements. Endorsed: "Thomson Eustice."

Suffolk ss. To the Sheriff of our County of Suffolk, or under seal Sheriff, or Deputy, Greeting

Wee Command you to Attach the Goods or Estate of Sarah Eustace Widow Relict of William Eustace late of Winnsemett within the County afores<sup>d</sup> deceas<sup>d</sup> to the Value of five hundred Pounds, and for want thereof to take the Body of the said Sarah Eustace (if shee may be found in your Precinct) and her safely keep, so that you have her before Our Justices, at Our next Inferiour Court of Common Pleas, to be holden at Boston for Our said County of Suffolk on the First Tuesday of Aprill next, then and there to Answer to Joseph Thomson of London Merch<sup>t</sup> Executor of the Last Will and Testam<sup>t</sup> of his late father Robert Thomson deceas<sup>d</sup> Or to his Attorney, in an Action of Trespass upon the Case for withholding and refusing to render to the Pl<sup>t</sup> possession of A Certain farme or Tract of Land Scittuate lyeing and being at Winnisemett within the Limits or precincts of the Towne of Boston late in the Tenure & Occupa<sup>o</sup>n of William Eustace afores<sup>d</sup> deceas<sup>d</sup> Co<sup>m</sup>only called by the Name of the Little Farme measuring two hundred Acres more or less of Upland and Meadow according as the Same was fenced and Inclosed from the farms and Lands in the Occupa<sup>o</sup>n and Improvment of L<sup>t</sup> John Smith, Jeremiah Belcher & Ja<sup>s</sup> : Townsend being all formerly the farms & Lands of Rich<sup>d</sup> Bellingham Esq<sup>r</sup> deceas<sup>d</sup> & as this hath for many years past been held & Occupied by the s<sup>d</sup> William Eustace, the Sea or Creek being the boundary thereof on the South Easterly Side, Together with all Housing Barns Stables Edifices building fences trees Timbers Woods Underwood & Stones lyeing Standing or growing upon the s<sup>d</sup> Farm & on any part thereof; And One Acre and half of Land more or less where the Clay pits are Inclosed between s<sup>d</sup> farme and L<sup>t</sup> Smiths Corn field, All w<sup>ch</sup> s<sup>d</sup> Premises were bargained & Sold by Richard Wharton late of Boston afores<sup>d</sup> Merch<sup>t</sup> Unto Edward Thomas Agent for the s<sup>d</sup> Robert Thomson to and for the Use of the s<sup>d</sup> Robert Thomson his heirs & Assignes for Ever for the Valuable Considera<sup>o</sup>n of three hundred pounds Curr<sup>t</sup> money of New England, As in And by A Deed of Sale under the hand & Seal of s<sup>d</sup> Richard Wharton dated the fifteenth day of March 1685/6 here in Court produced, may appear . And which of Right belong unto the Pl<sup>t</sup> Executor as afores<sup>d</sup> Nevertheless the s<sup>d</sup> Sarah Eustace withholdeth & refuseth to render to the Pl<sup>t</sup> possession of the Same (tho' often demanded of her.)

The Deft pleads Shee holds the Land Sued for as Tenn<sup>t</sup> under the Executors of Eliza:—Bellingham & therefore is not Guilty of the Trespasse as set forth in the Writt.

Which is to the damage of the said Joseph Thomson Exec<sup>rs</sup> as aforesaid Pl<sup>t</sup> the Sum of five hundred Pounds, As shall then and there appear, with other due Damages : and have you there this Writt, with your doings therein. Witness Elisha Hutchinson, Esq. At Boston this fifth Day of March In the Twelfth Year of Our Reign, Annoque Domini 1711

Addington Davenport Cler.

Sufolke ss March, 21: 1711

I haue Attached y<sup>e</sup> Body of the w<sup>th</sup>in mentioned Sarah Eustice and haue taken Bond

Sam<sup>ll</sup> Gookin Sherrife

Know All Men by these presents that I the w<sup>th</sup>in mentioned Sarah Eustice Am firmly Bound to Sam<sup>ll</sup> Gookin Sherrife of Said County In the full Sum of five hundred pounds mony On Condition that I the Said Eustice doe appear at y<sup>e</sup> next Inferiour Court of Comon Pleas to be holden at Boston for s<sup>d</sup> County on the First Tuesday in Aprill next then And there to Answer to the w<sup>th</sup>in Mentioned Joseph Thompson In an Action of trespass As May in the within written precept Now at Large Appear and not Depart without License from s<sup>d</sup> Court

Her

Sarah  Eustice  
Mark

*Power of Attorney Joseph Thompson to Thomas Banister \**

(Loc Sigil)

By this Publique Instrument of Procuracion, or Letter of Attorney. Be it known & manifest unto all People, That on y<sup>e</sup> Eleventh day of July Anno Domini 1698 & in y<sup>e</sup> Tenth year of y<sup>e</sup> Reign of William y<sup>e</sup> Third, King of England &c before me William Scorey, Notary Publique, admitted & Sworn, Dwelling in London & in y<sup>e</sup> Presence of y<sup>e</sup> Witnesses after Named Personally appeared M<sup>r</sup> Joseph Thompson of London afores<sup>d</sup> Merchant which Appearer In his own Particular name, & as he is Execut<sup>r</sup> of y<sup>e</sup> last will & Testament of his Late Father Rob<sup>t</sup> Thompson dec<sup>d</sup> ( in y<sup>e</sup> first place ratifying & approving y<sup>e</sup> Procuracion or Letter of Attorney by him given to Thomas Banister of Boston in New-England, Merch<sup>t</sup> passed before me Notary, on or about y<sup>e</sup> Thirtyeth Day of July Anno 1697, and all matters and

\* Suff. Early Court Files. No. 4630. Paper No. 5.

things which y<sup>e</sup> said M<sup>r</sup> Banister hath done, or shall do, or cause to be done by vertue of y<sup>e</sup> Same) Doth by these Presents also Nominate, Constitute and appoint y<sup>e</sup> Said Thomas Bannister to be his True & Lawfull Attorney, Giveing unto him full Power and Authority to demand recover, receive & take Possession (either amicably or by due order & Course of Law) Of any Lands Tenem<sup>ts</sup> Hereditam<sup>ts</sup> or other Estate whatsoever<sup>r</sup> appertaining to the Said Constituant in New-England aforesaid, either in his own right; or as he is Execut<sup>r</sup> as afores<sup>d</sup> of the last Will of his said dec<sup>d</sup> Father Robert Thomson, & having so Taken Possession of y<sup>e</sup> Same the[re]with to do, & thereof to dispose according to y<sup>e</sup> orders & directions of the said Constituant, upon y<sup>e</sup> recov<sup>rys</sup> & Receipts to make & give due and sufficient acquittances & discharges. Giving, & by these presents granting to his said Attorney his full & whole Power & Authority in y<sup>e</sup> Premises (as well Judicial as Extrajudicial) to do, say, Transact, & accomplish w<sup>ts</sup>soever the said Constituant himself might or could do Personally. He hereby promising to hold & ratify & for Good & valid whatsoever<sup>r</sup> his said Attorney shall Lawfully do, or cause to be done by Virtue of these presents. In Witness whereof the said Constituant hath hereunto put his hand & Seal y<sup>e</sup> day And year first above Written in y<sup>e</sup> presence of Jn<sup>o</sup> Ruck & Jeremiah Colborne Witnesses Jn<sup>o</sup> Ruck, Jer : Colborne, Joseph Thomson & Sigil

In Testimonium Veritatis

(Loc Sigil.)

Guil : Scorey . Not<sup>ius</sup> Pub<sup>us</sup>

1698

Also Sealed & del<sup>d</sup> by y<sup>e</sup> said Joseph Thompson in y<sup>e</sup> Presence of us

Deodat Lawson

John Foye

Suffolk ss.

Cap<sup>t</sup> John Foye Personally appearing made Oath, That he was present, & did See the above named Joseph Thomson Seal & deliver the above written Instrument as his Act & Deed, & that he Subscribed his name as a Witness thereunto.

Jurata Coram

Jer . Duñer Just. Pac :

Boston April 4<sup>th</sup> 1699.

A true Copy, as appears of File.

Exam<sup>d</sup> Per Addington Davenport Cler.\*

\* Endorsed: " Jos : Thompson's Lt of Attorney to Tho: Banister. Copia."

*Judgment in the Court of Common Pleas \**

Suffolk ss.

At an Inferiour Court of Common Pleas holden at Boston for y<sup>e</sup> County afores<sup>d</sup> on y<sup>e</sup> first Tuesday of April 1700. Present Elisha Hutchinson, John Foster, Isaac Addington, Peter Sergeant Esq<sup>r</sup> Justices . . . Joseph Thompson of London Merch<sup>t</sup> Execut<sup>r</sup> of the last Will and Testament of his late father Robert Thomson dece<sup>d</sup> — P<sup>t</sup> *ū* Sarah Eustace widow relict of William Eustace late of Winnisimēt within the County of Suffolke dece<sup>d</sup> — Def<sup>t</sup> In an Action of Tresspass upon the Case for withholding & refusing to render to the p<sup>t</sup> possession of a Certain ffarme or Tract of Land Scituate lying and being at Winnisimēt within the Limits or precincts of the Towne of Boston late in the Tenure & Occupation of William Eustace afores<sup>d</sup> dece<sup>d</sup> commonly called by the name of the little FFarme; Bounded and Measuring as in the Writ is more at large set forth; & all housing Barns Treis &<sup>cs</sup> lying standing or growing upon the same; And One Acre and halfe of Land more or less where the Clay Pits are inclosed between s<sup>d</sup> ffarme and L<sup>t</sup>. Smiths Cornfield; all which s<sup>d</sup> premises were bargained and sold by Richard Wharton late of Boston afores<sup>d</sup> Merch<sup>t</sup> unto Edward Thomas Agent for the s<sup>d</sup>. Robert Thompson to and for the Use of the s<sup>d</sup> Robert Thompson his heires and Assignes for ever for the valuable consideration of Three hundred pounds currant money of New England; as in and by a Deed of Sale under the hand and Seal of s<sup>d</sup> Richard Wharton dated y<sup>e</sup> fifteenth day of March 1685/6, in Court produced may appear, and which of right belong unto the P<sup>t</sup> Execut<sup>r</sup> as afores<sup>d</sup>; Nevertheless the s<sup>d</sup> Sarah Eustace withholdeth and refuseth to render to the p<sup>t</sup> possession of the same (thō often demanded of her) to his damage as he saith five hundred pounds. The Defend<sup>t</sup> appears by Joseph Hearne her Attourney; and pleads she holds the Land Sued for as Tenant under the Exec<sup>r</sup> of Elizabeth Bellingham;<sup>7</sup> and therefore is not Guilty of the Tresspass as set forth in the Writ; Upon which issue being joyned, the Case after a full hearing was committed to the Jury who were Sworne according to Law to try the same; and returned their Verdict therein upon Oath; that is to say; They find for the Defendant Costs of Suit; Jt's therefore Considered by the Court that the s<sup>d</sup> Sarah Eustace shall recover of the s<sup>d</sup> Joseph Thompson Costs of Suit. The p<sup>t</sup> by Thomas Banister his Attourney appealed from this Judgment unto the next Superiour Court

\* Court Records, 1699–1701, p. 33.

<sup>7</sup> For the death of Elizabeth Bellingham, see *infra*, p. 498; for her will, see *infra*, p. 509.



of Judicature to be holden for this County; & entred into Recognizance with Suretys as the Law directs for prosecuting his Appeal with effect. 2 Jury.\*

*Judgment in the Superiour Court of Judicature \**

Suffolk ss.

At his Majestys Superiour Court of Judicature Court of Assize and Generale Goale Delivery held at Boston for the County of Suffolke on the first Tuesday in May 1700 being the 7<sup>th</sup> day of s<sup>d</sup> month. Present the Hon<sup>ble</sup> W<sup>m</sup> Stoughton, Waitt Winthrop, Elisha Cooke, and Samuel Sewall Esq<sup>r</sup> Justices . . . Joseph Thompson of London Merch<sup>t</sup> Executor of the last Will and Testament of his late Father Robert Thompson decd Appl<sup>t</sup> Against Sarah Eustace Widdow Relict of William Eustace late of Winnisimmet within the County of Suffolke decd — Defend<sup>t</sup> — From the Judgm<sup>t</sup> of an Inferiour Court of Common Pleas holden at Boston on the first Tuesday of April last past; Jn an Action of Tresspass upon the Case then and there commenced and prosecuted by the s<sup>d</sup> Joseph Thompson against the s<sup>d</sup> Sarah Eustace for withholding from y<sup>e</sup> Pl<sup>t</sup> the possession of a certain flarme or Tract of land <sup>10</sup> . . . to his damage (as he saith) five hundred pounds. At which s<sup>d</sup> Court Judgment was rendered for y<sup>e</sup> Defend for Costs of Suit. Both parties now appeared by their Attorneys. The Writ, Inferiour Courts Judgm<sup>t</sup> Reasons of Appeal, Pleas Evidences Deeds and allegations on both sides being fully heard the whole was committed to the Jury, who were Sworne to try the same, and Returned their Verdict therein upon Oath that is to say, They find for the Apl<sup>t</sup> a Reversion of the former Judgm<sup>t</sup> the house & Land Sued for and Costs of Courts. Its therefore Considered by the Court that the s<sup>d</sup> Joseph Thompson Executor as a fores<sup>d</sup> shall recover of the s<sup>d</sup> Sarah Eustace the house and Land Sued for and Costs of Courts, taxed at Six pounds four Shillings and ten pence.

2<sup>d</sup> Jury.<sup>11</sup>

(In the margin of record:) Execution Jasued out May . 13. 1700 .]

\* The second jury of trials: William Welsteed, Jr., Foreman, Francis Clarke, Samuel Wentworth, Thomas Vering, James Pierpont, John Battie, Samuel Bacon, John Ruggies, Samuel Whitmarsh, Mathew Cushing, Joshua Hearsey, George Humphrys.

\* Court Records, iii. 6.

<sup>10</sup> Recites verbatim the record in the lower court.

<sup>11</sup> The second jury of trials: David Jeffrys, Foreman, John Mico, Thomas Hutchinson, William Harris, Elisha Bullen, Joshua Sever, Samuel Robinson, James Tucker, Jonathan Padlefoot, Thomas Thaxter, Samuel Guild.

## CHAPTER XII

## GOVERNOR BELLINGHAM'S ESTATE BY DESCENT

THE last chapter closed for the present the history of the litigation over Governor Bellingham's will, and we now trace the title of his estate at Winnisimmet by descent or conveyance. When the Governor's will was set aside in 1676, his estates descended to Dr. Samuel Bellingham, his son and only heir, subject to the widow's dower, but under the cloud raised by James Allen and others, trustees, still claiming under the will. As Samuel Bellingham was living abroad, the property, after Richard Wharton's death in London May 14, 1689, fell into disorder, as appears from the petition of the Governor's widow:<sup>1</sup>

To his Excelency the Gov<sup>r</sup>, Councill & Representatues assembled in Gen<sup>l</sup> Court, Nou. 8. 1693.

The Petition of Penelope Bellingham Relict of Richard Bellingham, Esq<sup>r</sup> late of Boston Deceased

Humbly sheweth :

That whereas the said Richd Bellingham being seized in ffee simple of sundry lands & Tenements situate lying & being within the Township of Boston to wit : four ffarmes at Winnesimmett besides his house and Lands in Boston Died Intestate whereby the same Descended to his only son Samuel Bellingham Esq<sup>r</sup> who then was & still is in Holland or in the Parts beyond the Seas, sence which time Part of the said Lands hath been in the ocupation of your Petitioner as her Dower, & other Part of the said Lands viz three of the said ffarmes hath been in the Managment of M<sup>r</sup> Richard Wharton as his the s<sup>d</sup> Samuell Bellingham attorney who

<sup>1</sup> Mass. Archives, xvi. 492. [Feb. 19, 1689/90, Samuel Sewall wrote Mr. Mather in England: "Madam Bellingham desired me to entreat your enquiry after Mr. Samuel Bellingham in Germany, and give him notice, that Mr. Wharton being dead, twill be necessary to constitute another Attorney to look after his Concerns here, which will otherwise ly at sixes and sevens, and several years Rent being behind, much of it will be in danger to be lost: Best to make the Letter of Attorney to two persons. . . ." (Sewall's Letter-Book in 6 Mass. Hist. Soc. Coll., i. 99.)

is also deceased soe that there is Now noe p<sup>r</sup>son in New England nearrer Related to the said Samuel Bellingham then your Petitioner & the said Samuel Bellingham being not only beyond the seas but also much Indisposed for the management of his Estate. The said ffarmes going to Decay & in danger in short time to be lost & the said Samuell Bellingham & his heires Disinherited of them

Your Petitioner therefore Humbly Prays That by an act of this Great & Gen<sup>l</sup> Court the said Lands may be put into the hands or Ma<sup>n</sup>gment of your Petitioner for the use of the said Bellingham. And she enabled to Recouer & Receiue the Rents — Putt the ffarmes into Repair & preserve them for the said Samuel Bellingham or his heires, vntill he or they shall Come or send And to be accountable to the said Samuel Bellingham his heires or assignes Touching her Management of the same

And your Petitionr shall euer Pray as in Duty &c

[Endorsed on lower left hand corner:] Penelope Belingham.

Read 24<sup>th</sup> Novr.

[Endorsed on the back:] Read first time 27<sup>th</sup> of Nov<sup>r</sup> 1693 .  
Read 2 time 28.

I find no action on this petition.

#### THE BELLINGHAM ESTATES IN THE ENGLISH COURT OF CHANCERY

Between Penelope Bellingham's petition in 1693 and December, 1701, circumstances transferred the affairs of the Bellingham estates from the General Court in Boston, to the High Court of Chancery in London. The circumstances were these: Samuel Bellingham, then residing in London and contemplating marriage with Elizabeth Savage, a London widow, conformably to Articles of Agreement March 30, 1695,<sup>2</sup> made a marriage settlement with her,<sup>3</sup> dated April 16, 1695, by which "in Consideration of the said Intended Marraige and for a Competent & Sufficient Maintenance for the said Elizabeth," all his New England estates were conveyed to Edward Hull and John Shelton in trust for

<sup>2</sup> Recorded April 10, 1701, with Suff. Deeds, L. 20, f. 237.

<sup>3</sup> Recorded May 13, 1702. *Ibid.*, L. 21, f. 18. Among the American witnesses to the execution of this instrument in London were Benjamin Lynde, then a student of law in the Temple, afterwards Chief Justice of Massachusetts; J. Winthrop; and Jahleel Brenton, a name famous in Colonial and English naval history. "Gleaner" says:—"This I suppose to be one of the most venerable marriage settlements on our records." (Boston Rec. Com. Rep., v. 85.)

Samuel Bellingham and his heirs until the marriage, and thereafter in trust for such persons and their heirs and for such estates, as the said Elizabeth, whether sole or married, with or without the consent of her husband, should by any writing, or by her last will in writing, at any time direct, limit or appoint; and in the absence of such will or writing, then in trust for her sole and separate benefit, her heirs and assigns without any control of Samuel Bellingham.<sup>4</sup> The estates Samuel Bellingham settled upon his wife, which soon after her death passed to her family to the exclusion of his only daughter,<sup>5</sup> were among the most valuable in Massachusetts.<sup>6</sup>

<sup>4</sup> Samuel Bellingham, May 11, 1696, revoking the power to Nathaniel Newdigate, gave one to his wife to collect from Richard Smith, Jeremiah Belcher, and Nicholas Rice, tenants of the Winnisimmet farms, the rents accrued before the marriage settlement. [It was a full power of attorney as to his New England estates that Samuel Bellingham gave his wife. It enabled her to bring suit in his name in the courts. *Supra*, p. 483.] A memorandum dated December 1, 1696 (*infra*, p. 507), records that Joseph Hiller, attorney of Samuel Bellingham, entered upon the Smith farm (near the ferry in Winnisimmet) and in the mansion house thereof gave possession of all the estates mentioned in the marriage settlement, to Newdigate as attorney of Hull and Shelton, trustees. [Mrs. Elizabeth Bellingham was present and also, the memorandum stated, received possession.] Also Jeremiah Belcher and Sarah his wife and John Center, [who] held the [farm later known as the] Carter farm by lease from Richard Bellingham for the lives of Sarah Belcher and John Center at the annual rent of £10, [consented to] attorn to [Hull and Shelton] feoffees of Dr. Samuel Bellingham in trust for Mrs. Elizabeth Bellingham. Some difficulty arose at a later date, from a failure to record the trust deeds, as appears from the deposition of Nathaniel Newdigate, *infra*, p. 511; also pp. 515, 521.

<sup>5</sup> [See *infra*, p. 499, note 18, mention of an agreement between Edward and Rebecca Watts and Dr. Samuel Bellingham in the interest of his daughter Elizabeth.]

<sup>6</sup> They included the greater part of the present city of Chelsea; eight hundred acres "near the great Pond of Enon," the pond between Andover, Salem, and Rowley (now Wenham Lake [see *infra*, p. 504, note 5]); two acres on Boston neck "Adjoining to Angeloes house"; a "parcel of Land being a side of a hill and adjoining to a hill formerly belonging to Mr. Cotton"; marshland adjoining the lands late of James Everill (*ibid.*, note 6); and the homestead of Governor Bellingham near the Cotton estate; together with all other estates, ferries, and land in or near Boston belonging to the late governor, subject however to whatever might be the life interest of Madam Penelope Bellingham, the governor's widow, in the Townsend, or Cary, farm, and in her Boston residence, for the title to which in Samuel Sewall, see his *Diary*, i. 60. [Title to the mansion house of Governor Bellingham, in which his widow lived until her death, was conveyed to Joseph Hiller by Edward and Rebecca Watts and Elizabeth Bellingham in 1709. (Suff. Deeds, L. 25, f. 130.) The house was on "the great Street leading from the Town Dock towards the Old Meeting house" (Boston Rec. Com. Rep., xxix. 184), that is, on Washington Street

Elizabeth Bellingham, a capable business woman, came to Boston in 1696, to look after her property.<sup>7</sup> She was in Boston about a year. Sewall, May 16th, 1698, records her fate: "Updike arrived a little before at Marblehead, and brings the news of the Joseph Gally being cast away on the coast of Ireland and all the persons in her lost. Madam Bellingham one: Sail'd from hence the 8th of November,"<sup>8</sup>

Before sailing for England she made her will, found in the appendix.<sup>9</sup> Sometime after her death controversy arose both in respect to the will and the trust deed to Hull and Shelton. Was the will, being that of a married woman, valid as the law then stood; and if not, could it take effect as an appointment in writing to carry the estates agreeably to the marriage settlement? And as to the deed, — did the trusts terminate on the solemnization of the marriage,<sup>10</sup> or follow the property to secure the rights of the children of Edward Watts, residuary devisees and minors? For if the will as such, or as an appointment in writing, was invalid, and the trusts ceased with the marriage, then Edward Watts and his wife Rebecca, sister and sole heiress of Elizabeth Bellingham, took the estates in fee. Otherwise Edward Watts and his wife's interests in them were subject to the trusts and the equitable rights of their minor children. As this cloud upon their title interfered with the sale of the property and the collection of the rents, Edward and Rebecca Watts at the Trinity Term 1700, sought relief in the Court of Chancery by a Bill against Hull and Shelton, the trustees, the nature of which appears in the decree, December 6, 1701, by Sir Nathan Wright, Lord Keeper, declaring the will void, discharging the trustees from further trust, and ordering them to convey the Bellingham estates to the complainants, who were to be accounted with for the mesne rents and profits.<sup>11</sup>

near Cornhill. The land which Sewall purchased was the half acre of land mentioned above on "Cotton" Hill; there was no house on the land. Sewall's Letter-Book in 6 Coll. Mass. Hist. Soc., i. 158-160; Suff. Deeds, L. 14, ff. 439-443; L. 21, ff. 110-112; "Gleaner" in Boston Rec. Com. Rep., v. 84-84.] His [Governor Bellingham's] estates, [personal and real], were appraised at £3,244-3-7, and the Winnisimmet farms at £1,920. [The Rice or Eustace farm, valued in the inventory at £320, had been assigned to Richard Wharton in 1683 in settlement of his accounts, as evidenced in the previous chapter.]

<sup>7</sup> She dined with Sewall November 20, 1696, and a month later, having looked into her affairs a little, gave him the "upbraiding" in relation to Wharton's judgment for the Eustace farm, noticed above. *Supra*, p. 470.

<sup>8</sup> Sewall, Diary, i. 479.

<sup>9</sup> *Infra*, p. 509.

<sup>10</sup> [See the deed, *infra*, p. 505.]

<sup>11</sup> For the decree, see *infra*, p. 513.

This would seem to have ended all controversy between the parties; but it was otherwise for reasons not now apparent, unless in the suggestion that the proceedings before Sir Nathan Wright were collusive.<sup>12</sup> But whatever the reasons may have been (aside from those assigned in their bill below) Edward and Rebecca Watts brought a new bill against Hull and Shelton,<sup>13</sup> on which they obtained the opinion of William Cowper afterwards Lord Chancellor, and of John Danyell a counsellor of note, dated respectively May 9 and June 17, 1702, which with the case will be found in the appendix.<sup>14</sup> The result of these proceedings I am unable to state; but a few months later, September 5th, the trustees conveyed the Bellingham estates to Edward and Rebecca Watts agreeably to the marriage settlement of April 16, 1695.<sup>15</sup> Samuel Bellingham died in 1700<sup>16</sup> before the determination of the proceedings.

Notwithstanding the opinions of Cowper and Danyell given in the summer of 1702 Hull and Shelton, trustee, September 5th of the same year, as has been said, conveyed the estates to Edward and Rebecca Watts, but to the same uses and trusts as are set forth in the marriage settlement.<sup>17</sup> The result, quite likely contrary to the intentions of the parties, was, that Samuel Bellingham gave the whole estate to the sister of his wife, excluding himself and his daughter.<sup>18</sup>

<sup>12</sup> [*Infra*, note 18.]

<sup>13</sup> [Apparently another suit was not brought against Hull and Shelton; the opinions of Cowper and Danyell were unfavorable. *Infra*, note 18.]

<sup>14</sup> Every document in this case, except a copy of the final decree of the Lord Keeper, lies buried two centuries deep among the rolls of the Court of Chancery; but some facts appear by way of recital in a case stated for the opinions of William Cowper and Counsellor Danyell, which with other interesting papers were brought to Boston by Edward Watts about 1710, and are now in my possession. The case and the opinions are not easily summarized nor elsewhere found; and as one of the counsel was of great distinction, and the papers themselves, if not unique, are at least very rare in early Massachusetts proceedings, I give them in full. *Infra*, p. 517.

<sup>15</sup> See the deed, *infra*, p. 521.

<sup>16</sup> In a letter dated Xr. 26, 1700, to Nathanael Higginson, Samuel Sewall writes, "I would only hint, that it is not unlikely but that William may come to be sold, which is a very pleasant and profitable Situation. Mr. Jno. Ives or Mr. Wharton may shew you Madam Elsa. Bellingham, the Heir." Letter-Book, in 6 Coll. Mass. Hist. Soc., i. 249.

<sup>17</sup> See the deed, *infra*, p. 521.

<sup>18</sup> [April 25, 1699, Samuel Bellingham and his daughter Elizabeth signed an agreement with Edward and Rebecca Watts. This document has not been found; but among its provisions was one by which a certain proportion of the proceeds from the rental or sale of the estates was to be

paid Elizabeth Bellingham. (Suff. Deeds, L. 30, f. 62; Suff. Early Court Files, No. 6949, Paper 5; Chamberlain MSS., i. 107-109, 113.) July 15, 1699, a decree was rendered by the Court of Chancery in a suit in which Edward and Rebecca Watts were the defendants and Samuel Bellingham was the plaintiff, the latter holding under his wife's will a life interest in the estates. In this suit the will of Mrs. Elizabeth Bellingham was brought in question, and declared null and void; Rebecca Watts was recognized by the court as the heiress at law of her sister Mrs. Bellingham, deceased. (*Infra*, p. 518.) But John Shelton and Edward Hull, in whom the trust title was vested, insisted that though invalid as a will, Mrs. Bellingham's devise was valid as an appointment of the trust. Accordingly Edward and Rebecca Watts exhibited a Bill of Complaint in the Court of Chancery against Hull and Shelton. The latter did not have the deeds of the marriage settlement of 1695 in their keeping; nor had these deeds been recorded in Massachusetts. They instituted proceedings at the January term of the Inferior Court of Common Pleas for Suffolk County, Massachusetts, against Joseph Hiller to secure possession of the deeds, which, as their attorney, Nathaniel Newdigate deposed, had been left in the care of Joseph Hiller by Mrs. Elizabeth Bellingham in 1697. (*Infra*, p. 511.) Nevertheless Hull and Shelton did not produce the deeds of settlement in the Court of Chancery. Thereupon Sir Nathan Wright ordered them to convey the legal title to the estates to Edward and Rebecca Watts, but left untouched the question as to the equitable title, — that is, he ordered "that the said Defts do Execute unto the Compts a Conveyance of the said premises according to the Settlement made upon the Marriage of the said Samuel Bellingham with Elizabeth his Wife And it is hereby Decreed That the said Compts Do hold and Enjoy the said Estate accordingly." (December 6, 1701.) This enabled Edward and Rebecca Watts to take possession of the estates, and collect the rents, but blocked sales. Hence they made a statement of the case to two lawyers, William Cowper and John Danyell, to ascertain whether there was a possibility of obtaining full title to the estates. The lawyers' opinions were unfavorable, and in September, 1702, Edward and Rebecca Watts accepted a deed from Hull and Shelton according to the decree above cited.

Although the will of Mrs. Elizabeth Bellingham gave to friends in New England legacies aggregating £95, and ten pounds a year for ten years to Harvard College, and to relatives in England, outside the family of Edward and Rebecca Watts, legacies aggregating £115, and an annuity of £10, each individual legacy was small and, so far as is known, the legatees made no effort to enforce their claims in the courts. The legal obstacle to a full title was the minority of the children of Edward and Rebecca Watts. Evidence of this legal complication is seen in the following deeds. January 7, 1711/12, Andrew Belcher purchased the pasture at the South End of Boston. Edward and Rebecca Watts gave a warranty deed (Suff. Deeds, L. 26, f. 100) and Miss Elizabeth Bellingham a quitclaim deed (*ibid.*, L. 27, f. 21). Rebecca Watts in her last will and testament enjoined her son Edward, residuary legatee under the will of his aunt Mrs. Samuel Bellingham, to execute a deed confirming this sale. October 14, 1715, after the attainment of his majority, he did so (*ibid.*, L. 39, f. 73). Title to the mansion house of Governor Bellingham passed by similar conveyances to Joseph Hiller (*ibid.*, L. 25, f. 130; Boston Rec. Com. Rep., xxix. 183, 184).

November 1, 1715, Samuel Bellingham's daughter Elizabeth quitclaimed

her rights under the agreement of April 25, 1699, for £80 in cash, and an annuity of £50 a year secured by a mortgage on the Townsend farm at Winnisimmet. (Suff. Deeds, L. 30, f. 62.) See her receipts for this annuity in Chamberlain MSS., i. 123-157. According to the writ of September 19, 1757, she died February 3, 1745 (1746?). *Infra*, p. 611.]



## APPENDIX

## THE MARRIAGE SETTLEMENT

THIS Indenture, Tripartite<sup>1</sup> made the Sixteenth day of April Anno Domini 1695. and in the Seventh year of the Reign of our Sovereign Lord William The Third by the Grace of God of England Scotland France & Ireland King Defender of the faith; Betweene Samuel Bellingham of the Parish of St Anne Westminster in the County of Middlesex Esq<sup>r</sup> Son & heir of Richard Bellingham Late of Boston in Massachusetts Bay in N England Esq<sup>r</sup> Deceased of y<sup>e</sup> first part, Elizabeth Savage of the Parrish of St Anne Westminster afores<sup>d</sup> Widow of y<sup>e</sup> Second part and Edward Hull Citizen & Habadasher of London and John Shelton Cytyzen & Sadler of London of the third part, Whereas a Marraige is Intended by Gods permission Shortly to be had & Solemnized between the s<sup>d</sup> Samuel Bellingham & Elizabeth Savage, Now This Indenture Witnesseth That in Consideration of the Said Intended Marraige and for a Competent & Sufficient Maintainance for the

<sup>1</sup> [This indenture was preceded by (1) the "Articles of Agreement Tripartite Indented" between Samuel Bellingham, Elizabeth Savage, and Edward Hull and John Shelton, dated March 30, 1695. December 16, 1695, Richard Foster took oath before Isaac Addington, Justice of the Peace, to the signature of Edward Hull. April 2, 1701, Benjamin Lynde, as witness, gave oath before Isaac Addington to the signatures of Samuel Bellingham, Elizabeth Savage, and John Shelton; and Nathaniel Newdigate to the signatures of Elizabeth Savage and John Shelton. April 10, 1701, this indenture was recorded in Suff. Deeds, L. 20, ff. 237-240. (2) Samuel Bellingham to Hull and Shelton April 15, 1695, an indenture of lease for six months "To the Intent and purpose that by force hereof and of the Statute for Transferring Uses into possession in that behalf made & provided they the said Edward Hull & John Shelton may be in the actual possession of all & Singular the premises, and may be Enabled to accept a grant and release of the reversion & Inheritance thereof to them their heirs & assigns for Ever; Yelding & paying therefore the Rent of one pepper Corn on the feast of St Michaels the Arch Angell Next Ensueing the date of these presents if the Same Shall bee Lawfully demanded and no more." April 2, 1701, Benj. Lynde made oath to the signature of Samuel Bellingham before Isaac Addington in Boston; at the October term of the County Court in 1701 he repeated his oath. May 13, 1702, the lease was recorded in Suff. Deeds, L. 21, ff. 22-24.]

said Elizabeth Savage Jn case the s<sup>d</sup> Jntended Marriage be had, and for Setling granting & assuring the Messuages grounds Lands Tenem<sup>ts</sup> and hereditam<sup>ts</sup> here in after mentioned or Jntended to be hereby granted To the use upon the Trusts and to the Jntents & purposes herein after mentioned and declared concerning the Same; and in persuance of Certain Articles of Agreement bearing date the thirtyeth day of March Last past before y<sup>e</sup> date of these presents made or mention'd to be made between the s<sup>d</sup> Samuel Bellingham of the first part, the said Elizabeth Savage of the second part, and the s<sup>d</sup> Edward Hull & John Shelton of the Third part; and for and in Consideration of five Shillings of Lawfull money of England to him the said Samuel Bellingham in hand at or before the Ensealing & delivery of these presents by the said Edward Hull & John Shelton paid, The receipt whereof is hereby Acknowledged; he the said Samuel Bellingham hath granted bargained sold aliened released enfeoffed & confirmed and by these Paents Doth grant bargain sell aliene release enfeoffe & confirm unto the said Edward Hull & John Shelton and their heires All that Messuage pcell of Land or Tenem<sup>t</sup>. Scituate Lying & being at a place or Towne Called Winnesimet within his Maj<sup>ty</sup>s. Province or Collony of Massachusetts Bay in NEngland, and now or Late in the Tenure or Occupation of Richard <sup>2</sup> Smith his Vnder Tenants or assignes and Sometime Called Smiths ffarme and also one Other Messuage parcel of Land or Tenem<sup>t</sup>. at Winisimet afores<sup>d</sup>. now or late in the Tenure or Occupation of Jeremiah Belcher his under Tenants or assignes; and also one Other Messuage or Tenem<sup>t</sup>. with y<sup>e</sup>. appur<sup>ces</sup>. at Winnisimet afores<sup>d</sup>. now or Late in the Tenure or Occupation of Nicholas Ryce <sup>3</sup> his under Tenants or assignes; and also one Other Messuage or Tencm<sup>t</sup>. with the appur<sup>ces</sup>. at Winnisimet afores<sup>d</sup>. now or Late in the Tenure or Occupation of Samuel Townsend his Vnder tenants, (Jn which Last mentioned Lands or Tenem<sup>ts</sup>. Penelope Bellingham Mother Jn Law of the Said Samuel Bellingham hath an Estate for Life or Some Estate determinable by her Death)<sup>4</sup> And also all that parcel or parcels of Land near the great Pond of Enon in the said Province or Collony of Massachusetts Bay in NEngland Contain-

\* [Francis Smith and John Smith are the names elsewhere connected with the Ferry farm. John Smith was tenant in 1672, and was succeeded by his son-in-law John Brintnall, who remained on the farm until Edward Watts came there to live. See *supra*, pp. 296, 319, 320.]

<sup>2</sup> [Nicholas Rice left the farm in 1673 or 1674. This farm was adjudged to Richard Wharton in 1683. *Supra*, pp. 439, 469.]

<sup>4</sup> [This reservation was not inserted in the Articles of Agreement of March 30.]

ing by Estimacōn Eight hundred acres be the Same more or Less Together with the said Pond.<sup>5</sup> and also one peice or parcel of pasture Land Containing Two acres be it more or Less Adjoining to Angeloēs house & near M<sup>r</sup>. Colborns Lands Lying at y<sup>e</sup> South End of The Town of Boston in the said Province or Collony of Massachusetts Bay in NEngland; and also one peice or parcel of Land being a Side of a hill and adjoining to a hill formerly belonging to M<sup>r</sup>. Cotton in the said Town of Boston. And also one peice or parcel of Marsh Land adjoining to the Lands late of James Everill in the s<sup>d</sup>. Town of Boston.<sup>6</sup> And also all the right title Jnterest Estate claim & demand of him the s<sup>d</sup>. Samuel Bellingham in & to one Messuage or Tenem<sup>t</sup>. in y<sup>e</sup> s<sup>d</sup> Town of Boston formerly the Dwelling house of his said Father Richard Bellingham now or late in the possession of Penelope Bellingham;<sup>7</sup> Together with all y<sup>e</sup>. grounds Sellers Shops and Other appur<sup>ces</sup>. whatsoever thereunto belonging or appertain<sup>g</sup>. And all & Singular Other the Messuages ffarmes Lands grounds tenem<sup>ts</sup>. & hereditam<sup>ts</sup>: whatsoever of him the s<sup>d</sup> Samuel Bellingham in possession reversion remainder or Expectancey or whereof or wherein he the s<sup>d</sup>. Samuel Bellingham hath any Estate of freehold or Jnheritance in possession or reversion<sup>7</sup> Scittuate Lying and being in or near the said Town of Boston or in the s<sup>d</sup>. Province or Colony of Massachusetts Bay or Elsewhere in his Maj<sup>ty</sup><sup>7a</sup>. Said Territory & Dominion of NEngland — Together with all woods wood grounds waters fferry's rights Royaltys & Jurisdictions whatsoever to the s<sup>d</sup>. Messuages ffarmes & Pmisses belonging or in any wise

\* [This does not appear in the inventory of Governor Bellingham's estate. Samuel Bellingham refers doubtless to the farm of 800 acres laid out to Governor Bellingham in 1639, and again in 1662. It lay between "Andiuer, Salem & Rouley," and was sold by him to Bray Wilkins and John Gingle March 9, 1659/60. The last instalment on the mortgage from Wilkins and Gingle was paid in 1676, and accounted for in Richard Wharton's account given in the previous chapter. This was not near Wenham Lake (*supra*, p. 497). It was the Wills Hill farm, the situation of which is shown on W. P. Upham's map of Salem Village. The pond is there marked as "Wilkins Pond." Samuel Bellingham, it will be noted, conveyed 800 acres near the pond "Together with the said Pond." Wenham Lake never belonged to Governor Bellingham or his son. C. W. Upham, *Salem Witchcraft*, i. pp. xviii (map), 143-145; *Mass. Col. Rec.*, iv. Pt. ii. pp. 51, 63, 64.]

\* [Title to this was conveyed by Governor Bellingham to James Everell January 13, 1656/7, subject to a mortgage, which was released by the executors of Governor Bellingham, March 3, 1672/3. *Suff. Deeds*, L. 2, ff. 338-341.]

<sup>7</sup> [This last clause was not in the Articles of Agreement of March 30.]

appertaining \* And the revercōn and revercōns remainder & remainders rents Issues & profits of all & Singular the Pmisses\* and also all the Estate, right, title, Interest benefit Trust claim & demand whatsoever both in Law and Equity of him the s<sup>d</sup>. Samuel Bellingham of into & out of the Pmisses and of into & out of Every part & parcel thereof TO HAVE & TO HOLD The s<sup>d</sup>. Messuages, ffarmes Lands Tenem<sup>ts</sup>. hereditam<sup>ts</sup>. and all & Singular the Pmisses herein before mentioned or Jntended to be hereby granted & Every part thereof with their appur<sup>ces</sup>., unto the Said Edward Hull and John Shelton their heirs & assignes, To the use of the said Edward Hull and John Shelton their heirs & assignes forEver, Vpon the Trusts and to the Jntents & purposes herein after mentioned expressed & declared (That is to Say) In Trust for the s<sup>d</sup>. Samuel Bellingham and his heirs untill the said Marraige Shall be had or Solemnized and from & after the Solemnization of the said Jntended Marraige Then Jn Trust for such person or persons and their heires for such Estate & Estates and in such manner & forme as the said Elizabeth Savage wether Sole or Married and as well Sole as Married with or without the Consent of her husband shall by any writing or writings or by her Last Will & Testam<sup>t</sup>. in writing or any writings purporting her Last Will & Testam<sup>t</sup> to be by her Signed & Sealed in the presence of three or more Credible Witnesses at any time or times name direct Limitt or appoint, and for want of such Nomination direction limitation or appointm<sup>t</sup>. and untill some such direction Limitation or appointm<sup>t</sup>. shall be made & take Effect, Jn Trust for & for the Sole and Seperate benefit of the said Elizabeth Savage her heirs & assignes without any Controule or Jnterrmedling of the said Samuel Bellingham and to & for no Other use Trust Interest or purpose whatsoever; And that the s<sup>d</sup>. Edward Hull & John Shelton shall Employ & dispose of the rents Issues & proffitts of y<sup>e</sup>: s<sup>d</sup>.premisses and Every part & parcel of them in such manner as the s<sup>d</sup>. Elizabeth Savage by any writing under her hand shall direct & appoint; And the s<sup>d</sup>. Samuel Bellingham for himselfe his heirs Exec<sup>rs</sup>. & Adm<sup>rs</sup>. and for Every of them doth Covenant promise & grant to & with the s<sup>d</sup>. Edward Hull & John Shelton their heirs & assignes by these presents in manner following (That is to Say) That they the said Edward Hull & John Shelton their heirs & assignes Shall or Lawfully may peaceably & quietly enter into have hold Occupy possess & Enjoy all & Singular the Pmisses and receive & take y<sup>e</sup>: rents Issues &

\* [These two clauses were not included March 30, the ferry rights not being specifically mentioned.]

profits thereof upon the Trusts & to the Intents & purposes herein before mentioned and Expressed without any Lawfull Suit Lett hindrance or Interruption of or by the s<sup>d</sup>. Samuel Bellingham or his heirs or any Other person or persons Lawfully claiming to claim by from or under him them or any of them; And Lastly That he the s<sup>d</sup>. Samuel Bellingham and his heirs and all and Every Other person & persons whosoever any Estate haveing or Lawfully claiming of into or out of y<sup>e</sup> Pmisses or of in to or out of Every or any part thereof by from or under him or them Shall and will from time to time and at all times hereafter at the reasonable request of the said Edward Hull & John Shelton or the Surviveour of them or the heirs of Such Surviveour doe make Levy Execute Acknowledge & Suffer or Cause or procure to be made done acknowledged Levied & suffered all & Every such further & other Lawfull and reasonable Act & Acts deed & Deeds thing & things devices Conveyances and assurances in the Law whatsoever for the further better & more perfect & absolute assuring setling & confirming of all & Singular the premisses herein before mentioned and Every or any part thereof, To the uses upon the Trusts and to the Intents & purposes herein before mentioned & Expressed concerning the same Bee it by fine or fines Common recovery or recoverys Deed or Deeds Inrolled or not Inrolled y<sup>e</sup> Inrollment of these presents or otherwise as by the said Edward Hull and John Shelton their heirs or assigns or their or any of their Council Learned in the Law shall be reasonably devised or advised & required; In Witness whereof the partys first abovenamed have to these present Indentures Interchangeably Set their hands & Seals the day & year first abovewritten Samuel Bellingham & a Seal Elizabeth Savage & a Seal, Edward Hull & a Seal, John Shelton & a Seal. Sealed & delivered by y<sup>e</sup>. withinamed Samuel Bellingham in the presence of, John Jacob, Richard Allen, Sampson Puller, William Barnard, Benjamin Lynde, Sealed & Delivered by y<sup>e</sup>. within named, Edward Hull in the presence of, J: Winthrop, Jahleel Brenton, Richard ffoster; Sealed & delivered by the within named Elizabeth Savage and John Shelton in presence of, Robert Wolley, John Jacob, Nath<sup>l</sup>. Newdigate Benj<sup>a</sup>. Lynde; Memorandum this Deed was Stamped with the Six penny Stamp, before the Sealing, John Jacob, Richard Allen, Sampson Puller, Boston in NEngland December 16<sup>th</sup> 1695. The abovenamed Richard ffoster psonally appearing before me the Subscriber one of the Council & Justice of the Peace within his Maj<sup>ty</sup><sup>s</sup>. Province of the Massachusetts Bay in NEngland made Oath that he was present & did see the within named Edward Hull Seal and deliver the within written Instrum<sup>t</sup>. as his act & Deed and that he the

s<sup>d</sup>. Depon<sup>t</sup>. Together with J. Winthrop, & Jahleel Brenton Subscribed their names as Witnesses to the same — Jurat Co<sup>r</sup>. — Js<sup>a</sup>. Addington.

Suffolk ss — Boston April 2<sup>o</sup>. 1701 Mess<sup>rs</sup>. Benj<sup>a</sup>. Lynde & Nath<sup>l</sup>. Newdigate personally appearing made Oath That they did see the within Named Elizabeth Savage & John Shelton, and the Depon<sup>t</sup>. Lynde did also see Samuel Bellingham Seal & deliver the within written Instrum<sup>t</sup>. as their Act & Deed to the use therein mentioned and that they the Deponants with Robert Wolley, John Jacob, Richard Allen, Sampson Puller, & W<sup>m</sup>. Barnard respectively set to their hands as Witnesses of the Execution thereof —

Ju<sup>r</sup>. Co<sup>r</sup>: Js<sup>a</sup>. Addington J: Pau<sup>r</sup>.

Suffolk ss — At an Inferiour Court of Co<sup>m</sup>on please holden at Boston for the County afores<sup>d</sup>. on the first Tuesday of October Anno Domini 1701, Mess<sup>rs</sup>. Benj<sup>a</sup>. Lynde & Nath<sup>l</sup>. Newdigate personally appearing made Oath That they did see the within Named Elizabeth Savage and John Shelton and the Depon<sup>t</sup>. Lynde did also see Samuel Bellingham Seal & deliver the within written Instrum<sup>t</sup>. as their Act & Deed for the use therein mentioned And that they the Depon<sup>ts</sup>., with Robert Wolley, John Jacob, Richard Allen, Sampson Puller and William Barnard respectively Set to their hands as Witnesses of the Execution Thereof. Attest<sup>s</sup>. Addington Davenport Cle<sup>r</sup>

Memorandum That on the first day of December anno Domini 1696 In presence of us y<sup>e</sup> Subscribers, Joseph Hiller of Boston in the County of Suffolk within the Province of the Massachusetts Bay in NEngland by Virtue of a Power \* derived from the within Named Samuel Bellingham Esq<sup>r</sup>. and as his Attorney did enter into & upon one of the Messuages Tenem<sup>ts</sup>. or ffarmes at Winnisimett in the Town Ship of Boston afores<sup>d</sup>. in the County & Province afores<sup>d</sup>. Called Smiths ffarme within mentioned and in the Mansion house thereof, full quiet & peaceable possession thereof did Take in the Name of all the Lands Tenem<sup>ts</sup>. & hereditam<sup>ts</sup> within & Every their appur<sup>ces</sup>. in the within written Deed or Instrum<sup>t</sup>. mentioned & Expressed, and after full quiet & peaceable possession of the Pmises had & taken persuant to the Powers to him derived from the said Samuel Bellingham & as his Attorney full quiet & peaceable possession of the s<sup>d</sup>. ffarme Called Smiths

\* [April 16, 1695, the date of the above indenture, Samuel Bellingham executed a power of attorney authorizing Samuel Phillips or Joseph Hildergard (Hiller) to give livery of seizin on the premises to the attorney of Hull and Shelton. April 2, 1701, Benj. Lynde testified to the signature before Isaac Addington, J. P., and again at the October term of the Inferior Court of Common Pleas.]

ffarme in the Mansion house thereof Jn the Name of all the Lands Tenem<sup>ts</sup>. & ffarmes with their & Every of their appur<sup>ces</sup>. Jn the within mentioned Deed or Jnstrument mentioned & Expressed unto Nath<sup>l</sup>. Newdigate as Attorney<sup>10</sup> of the within Named Edward Hull & John Shelton & unto y<sup>e</sup>. within Named Elizabeth Bellingham did give & deliver To have & to hold according to the fforme & Effect of the within written Deed; Samuel Lynde, Joseph Webb — And in the Psence of me the Subscriber one of his Maj<sup>ty</sup>s. Council of y<sup>e</sup> Province of the Massachusetts Bay in NEngland and Justice of Peace within y<sup>e</sup> Same.

Nathaniel Thomas<sup>11</sup>

To all to whom these presents Shall Come Greeting Whereas Jerē Belcher of Boston within Named & Sarah his wife & John Center of Boston afores<sup>d</sup>. Hold by Lease from Richard Bellingham Late of Boston Esq<sup>r</sup>. deēd & his heirs the ffarme within Mentioned to be in y<sup>e</sup> Tenure Occupation & possession of the said Belcher ffor & dureing the Lives of her the said Sarah & him the s<sup>d</sup>. John Center Yeilding the Annuall rent of Ten pounds<sup>12</sup> And for asmuch as Samuel Bellingham Esq<sup>r</sup>. only Son & heir of the said Richard on whom the s<sup>d</sup> Lands are decended Together with Other Lands, Hath Jn Consideration of Marraige Conveyed the said ffarme to feoffes in Trust for the use of the said Eliz<sup>a</sup> Savage now the wife of the said Samuel Bellingham as by the within written Instrum<sup>t</sup>. doth appear, NOW KNOW YEE That wee the s<sup>d</sup>. Jeremiah Belcher & Sarah his wife & John Center Doe Consent to Attur<sup>n</sup> & Do hereby Attur<sup>n</sup>e unto the feoffes of the said Samuel Bellingham within Named for the use of the said Elizabeth & for the future to pay the rents of the s<sup>d</sup> ffarme as they shall become due by the afores<sup>d</sup> Lease accordingly. Jn Witness whereof wee have hereunto Set Our hands the 19<sup>th</sup>. of Janu<sup>a</sup> — 1696 — Jeremiah Belcher, Sarah Belcher \ her Mark John Center. Witness Joseph Russell, Elizabeth Thomas —

Memorandum That on the 19<sup>th</sup> day of January Anno Domini 1696, The above Named Jeremiah Belcher Sarah Belcher and

<sup>10</sup> [On the same day, April 16, 1695, Hull and Shelton constituted Benj. Mountfort and Nathaniel Newdigate their attorneys jointly or severally to receive "full & quiet Seizin and possession" of the premises. December 16, 1695, Richard Foster made oath to the signatures before Isaac Addington. April 2, 1701, Benj. Lynde made oath to the signature of John Shelton; also at the October term of the court. Both powers of attorney were recorded May 13, 1702, immediately after the indenture of lease of April 15, in Suff. Deeds, L. 21, ff. 24-26.]

<sup>11</sup> [Mrs. Elizabeth Bellingham appointed Joseph Hiller and Nathaniel Thomas executors of her will.]

<sup>12</sup> [See *supra*, p. 378.]

John Center; appeared before me the Subscriber one of his Majty<sup>es</sup> Council of the Massachusetts Bay in NEngland and Justice of peace within y<sup>e</sup> same and acknowledged the above written attournm<sup>t</sup>. to be their Act & Deed.

Nathaniel Thomas

Rec<sup>d</sup> to be Recorded May 13<sup>o</sup> 1702

& is accordingly Entred and Examined

p Ad<sup>tos</sup>: Davenport Registr.<sup>12</sup>

*Will of Elizabeth Bellingham*

IN THE NAME OF GOD AMEN I Elizabeth Bellingham Wife of Samuel Bellingham of London in the Kingdom of England Esq<sup>r</sup>: being bound to Sea for the aforesaid Port of London, not knowing how it may please the wise disposer to dispose of me Do make this my last Will and Testament. First & above all I commit my Soul into the hands of God my Saviour in hope of eternal Salvation through the precious merit of my Lord Jesus Christ. And for the disposal of my outward Estate which God hath graciously given me (my s<sup>d</sup>. Husband Samuel Bellingham by Deed to Feoffees in Trust for my use and to my sole dispose having conveyed unto me all the Lands, Farmes, houses, Tenements and appurtenances whatsoever here in New England, formerly belonging unto or the right of Richard Bellingham Esq<sup>r</sup>: late of Boston in New England afores<sup>d</sup>. Dece<sup>d</sup>.) My Will is That my dear and loving husband Samuel Bellingham afores<sup>d</sup>. have & enjoy all the Rents, profits and Incomes of all the s<sup>d</sup>. Lands, Farmes houses with all and singular their appurtenances for and during the terme of his natural life. Item I give and bequeath unto Harvard Colledge in Cambridge in New England the Sum<sup>m</sup> of Ten pounds money p annū for the terme of ten yeares, commencing from the decease of my s<sup>d</sup>. husband to be paid by my Executors out of the Rents of the afores<sup>d</sup>. Lands, Farmes &c. Item I give unto M<sup>r</sup> Benjamin Woodbridge ten pounds, and unto M<sup>r</sup> Increase Mather, M<sup>r</sup> Samuel Willard, M<sup>r</sup> Cotton Mather Ministers in Boston afores<sup>d</sup>. ten pounds p piece money, to be paid by my Executors out of the first yeares Rents of s<sup>d</sup>. Lands &c after my s<sup>d</sup>. husbands decease. Item I give unto Nathaniel Thomas of Boston afores<sup>d</sup> Esq<sup>r</sup>: Twenty pounds and to M<sup>r</sup>. Joseph Hiller of Boston afores<sup>d</sup>. Ten pounds, and unto his Wife M<sup>re</sup>: Susanna Hiller Ten pounds, and unto their Children Namely Joseph Hiller, Susanna Hiller and Benjamin Hiller five pounds p piece money to be paid out of the Rents of the afores<sup>d</sup> Lands &c within two

<sup>12</sup> Suff. Deeds, L. 21, ff. 18-22.



yeares after the decease of my s<sup>d</sup>. Husband. Item That at the  
 decease of my s<sup>d</sup>. husband my Will is that Thomas Danforth Esq<sup>r</sup>:  
 of Cambridge and Cap<sup>t</sup>. Samuel Sewall Esq<sup>r</sup>: and the four Min-  
 isters afores<sup>d</sup>., Cap<sup>t</sup>. Nathan<sup>n</sup>. Thomas Esq<sup>r</sup>: and his Wife, M<sup>r</sup>:  
 Joseph Hiller and his Wife & Edward Mills of Boston afores<sup>d</sup>.  
 have each of them a mourning ring provided by my Exec<sup>rs</sup>: and  
 paid for out of my Rents of afores<sup>d</sup> Lands. Item I give and  
 bequeath unto my loving Brother Edward Watts of London  
 afores<sup>d</sup>. Citizen one hundred pounds Sterling money, to [be] paid  
 out of the first Rents of Lands &c. aforesaid. Item I give unto  
 my Sister Rebecca Wife unto Edward Watts afores<sup>d</sup>. Twenty  
 pounds p annum money [during] her natural life, and unto such  
 of her Children borne of her body as she pleaseth for ever. Item  
 I give unto their Children namely Samuel Watts two hundred  
 pounds, and to Rebecca Watts one hundred pounds and to Eliza-  
 beth Watts one hundred pounds, and to each one of them the same  
 to be paid at age or the day of Marriage, and ten pounds a year to  
 each of them during their lives. Item I give unto my Sister Mary  
 Smith the Sum<sup>m</sup> of Ten pounds p annum for and during the terme  
 of fifteen years eomencing from my husbands decease, and Fifty  
 pounds down at the day of Marriage if she pleaseth my afores<sup>d</sup>.  
 Brother and Sister Watts in her match. Item I give unto M<sup>r</sup>.  
 Samuel Slaughter Minister in London, M<sup>r</sup>. Edward Hull and M<sup>r</sup>.  
 John Shelton Citizens in London five pounds p piece, and to my  
 Aunt Banniard ten pounds, and to my Cousin Elizabeth Skibbow  
 ten pounds and to Cousin Elenor Bird ten pound, and to my  
 Uneles Samuel Hermer and Edmund Hermer ten pounds p piece  
 Sterling money. Item I give unto Edward Watts alias Bellingham  
 Watts Son to my Brother Edward and Rebecca Watts afores<sup>d</sup>. all  
 the remainder of my s<sup>d</sup>. Estate Lands, housing Revenues in pos-  
 session or reversion, to him and to his heires for ever. But in case  
 he dye before he be of age My Will is that his Brother Samuel  
 Watts afores<sup>d</sup>. Succeed him in his afores<sup>d</sup>. Rights, and then the  
 bequest of Two hundred pounds to s<sup>d</sup>. Samuel Watts to be divided  
 betwixt his Sisters Rebecca and Elizabeth Watts. Item I desire  
 that my afores<sup>d</sup>. Nephew Edward Watts be educated in the Col-  
 ledge afores<sup>d</sup>. if his Parents please Lastly I constitute and appoint  
 my afores<sup>d</sup> Brother Edward Watts and my good Friends Cap<sup>t</sup>. Na-  
 thaniel Thomas & Joseph Hiller afores<sup>d</sup>. to be the Executors of  
 this my last Will and Testament, and desire my s<sup>d</sup>. Brother Watts  
 to accept the Guardianship of his Son Edward Watts for the prem-  
 isses in his minority. In Witness whereof I the s<sup>d</sup>. Elizabeth Bel-  
 lingham have hereunto Set my hand and Seal this . . . day of  
 November Anno Dom<sup>i</sup>: 1697 Anno<sup>q</sup> RR<sup>a</sup> Gulielmi Tertii nunc

Angliae &c nono. Elizabeth Bellingham and a Seal Signed Sealed and declared by the s<sup>d</sup>. Elizabeth Bellingham to be her last Will & Testament in presence of us, John Indecott, John Nichols, Obadiah Wakefield — Edward Mills

Exam<sup>d</sup>. P. Js<sup>a</sup>: Addington Reg<sup>r</sup>. /.<sup>14</sup>

*Deposition of Nathaniel Newdigate*<sup>15</sup>

This Deponent testifies & sayth that in the year 1695 he this Deponent did bring over with him from England three Deeds of the Settlement of the estate of Samuel Bellingham Esq<sup>r</sup> upon m<sup>r</sup> John Shelton & M<sup>r</sup> Edwar<sup>d</sup> Hull ffeofees in trust for Elizabeth Bellingham his wife which said deeds were in part proved and Sworne to by Cap<sup>t</sup> Richard ffoster but not recorded for want of the other wittnesses who were then absent that in the year 1696 M<sup>rs</sup> Elizabeth Bellingham comeing over to New England and after some stay here intending to returne to England and understanding likewise that this Deponent designed in a short time to goe to England likewise she desired that in regard of his said intended absence that the said deeds Might be left with M<sup>r</sup> Joseph Hilliard durement this Deponents absence which this Deponent consented to and further sayth that this deponent as attorney to the said ffeofees did give to the said Joseph Hilliard a letter of Attorney to doe and act ffor the said ffeofees in trust as should be needfull in the said Matters : After which this Deponent went for England and there rec<sup>d</sup> an other letter of attorney from the said ffeofees to looko after the said estate and accordingly afterwards upon his arriveall in New England being in the year 1699 : This Deponent Endeavoured to Act according thereto and att severall times & pticularly on the 11<sup>th</sup> of october last and once Since : this Deponent went to the said Joseph Hilliard in the Names of the said ffeofees in trust to demand the said deeds of Settlement or that he would prove and record the same ; and saith that the said Joseph Hilliard Did then owne that he had the said deeds but would not deliver them to this Deponent nor prove nor record

<sup>14</sup> Suff. Prob. Rec., L. 8, f. 282. [August 11, 1698, the will was probated, and administration granted to Nathaniel Thomas and Joseph Hiller "Reserving power of making out a like Commission unto the s<sup>d</sup>. Edward Watts . . .when he shall come to desire the same," he being then in England.]

<sup>15</sup> Chamberlain MSS., i. 77. [This deposition was made in the case of Hull and Shelton vs. Hiller in the Inferior Court of Common Pleas for Suffolk County at t<sup>he</sup> January term, 1700/1701. The court record follows.]

them as this Deponent desired him but said he would consider of it : Boston the 7<sup>th</sup> January 1700 [1701]

Nath<sup>l</sup> Newdigate —

January 7<sup>th</sup> 1700 [1701] Sworne in Court Attest<sup>s</sup> Ad<sup>ton</sup> Davenport Cler.

[HULL AND SHELTON *vs.* HILLER <sup>16</sup>

At an Inferiour Court of Common Pleas held at Boston for Suffolk County on the first Tuesday of January, 1700 [1701] . . . Edward Hull of the City of London Habadash<sup>r</sup> & In<sup>o</sup> Shelton of the same Sadler, ffeoffees in Trust for the Estate late of Samuel Bellingham of the Parish of S<sup>t</sup> Ann Westminster in the County of Mid<sup>x</sup> Esq<sup>r</sup> Situate lying & being at Winnisimmet in the County of Suffolk in New England — Pla<sup>ts</sup> & Joseph Hiller of Boston Tinplate Worker — Def<sup>t</sup> In an action of the Case, for y<sup>t</sup> the saide Joseph Hiller doth detain from & refuseth to deliver to the Pl<sup>ts</sup> ffeoffees as afores<sup>d</sup> the Writings & Conveyances of the Marriage Settlement of the said Samuel Bellingham with Elizabeth Savage his late Wife de<sup>cd</sup>, concerning the said Estate being y<sup>e</sup> Articles of Agreem<sup>t</sup> between the said Samuel & Elizabeth, & a Lease to Introduce Possession of the s<sup>d</sup> Lands bearing date the 15<sup>th</sup> day of April 1695. & the Release or Indenture Tripartite bearing date y<sup>e</sup> 16<sup>th</sup> day of April 1695. which said Writings of right belong to the Pl<sup>ts</sup> as ffeoffees in trust as afores<sup>d</sup> Yet the said Joseph Hiller (although often thereunto requested) the afores<sup>d</sup> Writings & Deeds to the Pl<sup>ts</sup> to deliver hath hitherto refused, & stil refuseth to deliver the same to them. Which is to y<sup>e</sup> Damage of the said Edward Hull & John Shelton (as they say) the Sum of Five hundred Pounds.

The Def<sup>t</sup> appears by Jn<sup>o</sup> Leveret his attorney & pleads y<sup>t</sup> he never rec<sup>d</sup> the Writings mentioned in y<sup>e</sup> Writt of y<sup>e</sup> Pl<sup>ts</sup>, neither doth he Detain any of said Writings belonging to them. Upon w<sup>ch</sup> issue being joyned (Nathaniel Newdigate entring into a Rule of Court to pay Costs in case judgment be rendered for y<sup>e</sup> Def<sup>t</sup>) the Case after a full hearing was committed to the Iury, who were Sworn according to Law to Try the same, & return'd their Verdict therein upon Oath. That is to say, they find for y<sup>e</sup> Pl<sup>ts</sup> y<sup>e</sup> Writings Sued for, or for want thereof. Five hundred Pounds money damage, & Costs of Suit. It's therefore consider'd by the Court y<sup>t</sup> the said Edward Hull & Jn<sup>o</sup> Shelton ffeoffees as afores<sup>d</sup> shall

<sup>16</sup> Records of Inf. Court of Common Pleas for Suff. Co., 1699 to 1701, p. 84.

recover of the said Joseph Hiller the Writings Sued for, or for want thereof Five hundred Pounds money damage & Costs of Suit The Def<sup>t</sup> appealed from this Judgment unto the next Sup<sup>r</sup> Court of Inducature to be holden for this County & entred into Recognizance with Suretyes as the Law directs for p<sup>r</sup>secuting his said appeal with Effect.<sup>17</sup> 2<sup>d</sup> Iury.]

WATTS ET UX *vs.* SHELTON ET AL.*Decree in Chancery*

ANNA DEI GRATIA ANGLIÆ SCOTIÆ FRANCIAE et HIBERNIÆ Regina Fidei Defensor &c. Omnibus ad quos presentes Literae Nostrae pervenerint Salutem. Inspeximus Irroculamen<sup>18</sup> cujusdam finalis judicii sive Decret. coram nobis in Cu<sup>r</sup>. Cancellar<sup>is</sup> nostrae nuper fact & reddit in Roculis ejusdem Curiae Irroculat ac ibidem de Recordo remaneñ cujus Tenor sequitur in haec verba. Whereas heretofore, That is to say, in or about the Term of the holy Trinity which was in the year of Our Lord God according to the Computation of the Church of England One Thousand Seven hundred Edward Watts and Rebecca his Wife Complainants Did Exhibite their Bill of Complaint into this High and Honourable Court of Chancery against John Shelton and Edward Hull Defendants. Thereby setting forth That Whereas One Samuel Bellingham was Seized in Fee of Certain Messuages and Lands in and near Boston in New England about Five years before the Bill Exhibited, the said Samuel Bellingham having Contracted with One Elizabeth Savage to marry her the said Elizabeth, Jn Consideration whereof he the said Samuel Conveyed all his said Messuages and Lands unto the said Def<sup>ts</sup>. and their heirs, To the use of the said Samuel Bellingham till the Consummation of the said Marriage and from and after the said Marriage Consummated, Then to the use of the said Elizabeth and her heirs, Soon after which the said Samuel Bellingham was Married to the said Elizabeth, who about Two years after her said Marriage departed this Life without issue leaving the Com-

<sup>17</sup> [No record of an appeal has been found. April 2, 1701, witnesses made oath to all the documents in the case before Isaac Addington, Justice of the Peace. The articles of agreement of March 30, 1695, were recorded at once on April 10. Only one witness made oath to the signature of Samuel Bellingham's lease (of April 15, 1695), and of the indenture tripartite and letters of attorney of April 16; he repeated his oath before the Inferior Court of Common Pleas for Suffolk County at its October term in 1701. The papers were recorded May 13, 1702. For the significance of this suit, see *infra*, the legal opinions of Cowper and Danyell; also *supra*, p. 499, note 18.]

<sup>18</sup> Irrotulamentum, i. e., relatio in rotulum.

pl<sup>t</sup>. Rebecca Watts her Sister and heir then aged about Thirty years who had been Advised That from and after the decease of her said Sister by virtue of the said Conveyance and the Statute of the Twenty Seventh of Henry the Eighth which Transfers the Title and possession to the use &c. That She the Complainant had Title to the said Messuages and Lands, and ought to have received the Rents and profits thereof, But the Compl<sup>ts</sup>. by their said Bill did further set forth that the said Def<sup>ts</sup>. Combining together to Defraud the Complainants of the said Messuages and Lands by Colour of their said Trust have made a Warrant of Attorney sometime since to One Nathanael Newdigate their Correspondent living in Boston in New England to Receive the Rents and profits of the said Messuages and Lands in New England of which they never had paid One Farthing to the Complainants altho' there were at the time of the Bill Exhibited more than Two years Rent due to the Complainants for the same, and the said Messuages and Lands are of the yearly value of Two hundred pounds p annum or thereabouts, which is Contrary to the Letter and Jntent of their said Trust if any such they have sometimes pretending the said Elizabeth made a Will and Devised by the same several parts of the said Messuages and Lands, not taking notice that the said Elizabeth was a feme Covert when such Will was made (as in truth she was) nor of the Statute of the Thirty fourth of Henry the Eighth by which amongst other things it was Enacted that the Will of a Feme Covert of Lands and hereditam<sup>ts</sup>. was void; And the Compl<sup>ts</sup>. Did further set forth That a former Bill was since the said Will made and the Death of the said Elizabeth Exhibited into this Hono<sup>ble</sup>. Court against the Complain<sup>ts</sup>. for parcel of the said Messuages and Lands in which Bill some Title was made by the said Will to the Lands and matters then in demand. Unto which Bill the now Compl<sup>ts</sup>. pleaded the said Statute of the Thirty fourth of Henry the Eighth, Which plea upon arguing thereof was allowed as would appear by the Records of the said Cause remaining in this Hono<sup>ble</sup>. Court,<sup>12</sup> to which for more Certainty in the same, the Complainants referred themselves who by their said Bill did further set forth That the said Def<sup>ts</sup>. at other times pretended they would be glad to be Quit of the said Trust, but that they could not without Hazard be discharged thereof save only by a Decree of this Hono<sup>ble</sup>. Court, and that under such pretences as aforesaid they had then above Two years kept the Compl<sup>ts</sup>.

<sup>12</sup> [The date of the order by the Court of Chancery declaring the will null and void was July 15, 1699. See *infra*, p. 518.]

from the benefit and Rents of the said Messuages and premisses and had hindered the said Complainants in the possession or Disposition of the same, and still Continued so to do. Therefore that the said Def<sup>ts</sup>. might answer all and Singular the premisses, and might Set forth what Rents and profits they or their Agents had received from or out of the premisses, and might be Compelled to pay the same to the Compl<sup>ts</sup>. Edward Watts and Rebecca his Wife and might be Enjoyed and Commanded to proceed no further in the Receiving the Rents of the said Messuages and Lands, and that they should not Disturb the Complainants in Receiving the same, but might be Discharged from their said Trust if any such they had. And For Releif in all and Singular the matters and things aforesaid the said Complainants humbly Craved the Aid and Assistance of this Hono<sup>ble</sup>. Court, And that the usual process of Subpoena might be thereout Awarded against the said Def<sup>ts</sup>. to Compell them to appear to and Answer the Complainants said Bill of Complaint which being granted and the said Def<sup>ts</sup>. therewith duly served, they accordingly appeared and put in their Joynt and Several Answer to the said Bill. And the said Def<sup>ts</sup>. John Shelton and Edward Hull by their Joynt and Several Answer said they had heard and for ought they knew to the Contrary it might be true, That the said Samuel Bellingham had some Estate in Lands of Jnheritance in New England, And that upon a Treaty and in Consideration of a Marriage between him and the said Elizabeth Savage he might settle the same in Trust on them the Def<sup>ts</sup>. as therein set forth, But the Def<sup>ts</sup>. had not in their or Either of their Custody or keeping any Deed or Deeds writing or writings whatsoever made and Executed by the said Samuel Bellingham thereby Conveying the said Estate or Creating or Declaring any Trust thereof whatsoever to them the Def<sup>ts</sup>. or Either of them nor did they or Either of them know in whose Custody or Possession such Deed or Deeds then or late were nor could the Def<sup>ts</sup>. or Either of them for the Reasons aforesaid set forth any such Deed or Deeds or the dates or Contents thereof,<sup>20</sup> And they Disclaimed all Estate in or by any such Deeds aforesaid to or for their own use and benefit but if any such Deed or Deeds were or were made to the use of or in Trust for any other person or persons, they the Def<sup>ts</sup>. would not prejudice them or have any such persons prejudiced, They the Def<sup>ts</sup>. having heard That there was or were Such Deeds or Deeds in Trust some how for the Sole and seperate use and disposal of the said Eliza-

<sup>20</sup> [See *supra*, p. 512, the record of a suit to obtain possession of these papers.]

beth Savage, and that She had pursuant thereto made some Will or writing in nature of a Will by which One Edward Watts alias Bellingham Watts Son of the said Compl<sup>ts</sup>. then a Young Infant under the Age of One and Twenty years, as also other persons were or might be Entitled unto the Estate in the Bill mentioned or some part thereof or something out of the same, And the Def<sup>ts</sup>. severally Denying all unlawful Combination laid to their Charge concluded their said Answer with the General Traverse, Unto which said Answer of the Def<sup>ts</sup>. the Compl<sup>ts</sup>. Replyed, and the Def<sup>ts</sup>. Rejoyned, And the said Cause being at full and perfect issue divers Witnesses were Examined therein and their Depositions duly taken and published according to the Antient and laudable Rules and practice of this Hono<sup>ble</sup>. Court, As by the said Bill answer Replication Depositions of Witnesses and proceedings had in the said Cause, All of them remaining duly filed and as of Record in this Hono<sup>ble</sup>. Court, reference thereunto being had, might more fully and at large appear. And the said Cause being thus ready for hearing, a day was afterwards by this Court appointed for the hearing thereof, on which day being the 6<sup>th</sup> day of December, in the Thirteenth year of His present Maj<sup>ties</sup>. Reign The said Cause coming to be heard and Debated before the Right Hono<sup>ble</sup>. the Lord Keeper of the Great Seal of England in the presence of Council learned on both sides, The Substance of the said Compl<sup>ts</sup>. Bill and of the said Def<sup>ts</sup>. Answer thereto appeared to be to the Effect herein before Set forth Whereupon and upon long Debate of the matter and hearing what was insisted on by Council on both sides. His Lordship Declared That the said Elizabeth Bellingham being at the time of making her said Will a feme Covert her said Will is void in Law according to the Statute of the four and Thirtieth of Henry the Eighth, And the said Estate descends and comes to the Compl<sup>ts</sup>. Rebecca as heir at Law to the said Elizabeth Bellingham And Doth think fit and so Order. And It is Therefore this present day That is to say, On Saturday the said Sixth day of December in the aforesaid Thirteenth year of the Reign of Our most Gracious Sovereign Lord William the Third by the Grace of God of England Scotland France and Ireland King Defender of the Faith &c. And in the year of Our Lord God according to the Computation aforesaid One Thousand Seven hundred and One. By the Right Hono<sup>ble</sup>. Sir Nathan Wright Knight Lord Keeper of the Great Seal of England, and by the said high and Hono<sup>ble</sup>. Court of Chancery, and the power and Authority thereof. Ordered Adjudged and Decreed That the said Defendants be discharged from their Trust, And that the said Def<sup>ts</sup>. Do Execute unto the Compl<sup>ts</sup>. A Conveyance

of the said premisses according to the Settlement made upon the Marriage of the said Samuel Bellingham with Elizabeth his Wife, And it is hereby Decreed That the said Compl<sup>ts</sup>. Do hold and Enjoy the said Estate accordingly, And it is Further Ordered That the said Def<sup>ts</sup>. Do come to an Account with the Compl<sup>ts</sup>. before Sir Richard Holford Knight One of the Masters of this Court for what Rents and profits they or their Agents have received out of the said premisses or without their wilfull Default might have received, Jn Taking of which Account the said Master is to make unto the said Defend<sup>ts</sup>. all Just Allowances, and to pay them their Costs of this Suit, and what the said Master shall Certify to be in the Def<sup>ts</sup>. hands of the Rents and profits of the said Estate, The said Defend<sup>ts</sup>. are hereby Ordered and Decreed to pay the same unto the Complain<sup>ts</sup>. at Such time and place as the said Master shall Appoint, and for what the said Defendants shall do in pursuance of this Decree They are Hereby saved harmless and Jndemnified: Nos autem Tcnorem Jrroculamenti prædict ad Requisicōnem præfat Quaerentium, Duximus Exemplificand per presentes, In cujus rei Testimonium has literas nostras fieri fecimus Patentes. Teste meipsa apud Westmonasterium Nono die Februarii anno Regni nostri quarto. Trevor: High Lord. Exāiatur [Examinatur] p Nos Thomas Gery, Robert Legard, Magros in Canē. January the Seventh 1711 Received and accordingly Entred and Examined.

p Addington Davenport Regist<sup>r</sup> <sup>21</sup>

Edward Watts & ux plts

John Shelton & } Defts  
Edward Hull }

### *The Case*

Samuel Bellingham having Communicacon with one Eliz. Savage  
30 Mar 1695 vid to make her his wife did agree & consent if she  
would be married to him, he would settle & invest  
her in all his Estate & Inheritance w<sup>ch</sup> he had at Boston in New  
Engld upon her & her heirs for ever to be at her own disposall  
whether sole or married without the Consent of her husband and  
the s<sup>d</sup> Sam<sup>l</sup> Bellingham did pfect & settle the  
Vide Deed of s<sup>d</sup> Estate & Inhitance by *certain* Deeds for that  
Settlem<sup>t</sup> Dated s<sup>d</sup> purpose made upon Defts In trust for the benefit  
y<sup>e</sup> 16 day of of s<sup>d</sup> Eliz. Savage & her heirs if the intended  
april 1695 Marriage took effect W<sup>ch</sup> Marriage in a few

<sup>21</sup> Suff. Deeds, L. 26, f. 92. [A copy of this decree by "Elisha Cooke Cler," and endorsed "——— & Townsend, Boston May 1708," is in Suff. Early Court Files, No. 7402, Paper No. 3.]



days after was solemnized and abt a year after the Intermarriage she went over Sea to New Engld to take possession of the s<sup>d</sup> Estate & did lett set & take the rents & pfts of y<sup>e</sup> same without any Controul of defts or others but she continuing in New Engld for Vide will. above a years time & being often sick was p<sup>r</sup>ailed upon there by some of her Acquaintance in Nov<sup>r</sup> 1697 to make a will & therein Settled the Estate

And abt Jan<sup>ry</sup> 1697 [1698] she dyed without Issue After whose decease it was supposed the Estate descended to plt Rebecca Watts her Sister & sole heiress which she claimed by the Marriage Settlement but is p<sup>r</sup>vented of enjoying the same By Defts p<sup>r</sup>tending they were Trustees not only till the Marriage took effect but for the future according to any Will or Writing the s<sup>d</sup> Eliz. Bellingham should make & she having made a Will as afores<sup>d</sup> in the same it is inserted y<sup>t</sup> after her husbands death the s<sup>d</sup> Estate shall go to Edw<sup>d</sup> Watts als Bellingham & his heirs for ever who is a Minor abt 7 years old & Son to plt and in case he dyes without issue then to Sam<sup>l</sup> Watts his bro<sup>r</sup> & a Minor also

This Will came in queon & was by Order of the High Court of Chancery & determined Null & void To  
 15 July 99 of which Defts p<sup>r</sup>tend y<sup>t</sup> plt Wats to make void  
 vide the first de- to which the s<sup>d</sup> Will agreed with Bellingham privately  
 cretall order y<sup>t</sup> he should be plt in Chancery & y<sup>t</sup> Wats &  
 dated his wife as Defts should plead or Demurr to  
 the Bill npon the Statute of 34 H. 8 Cap. 5 & then would agree & pay M<sup>r</sup> Bellingham one half part of the pfts of the Estate & after his decease the like to his daughter by a former Venter<sup>22</sup> Therefore Defts beleive y<sup>t</sup> that Hearing in Chancery was by agreem<sup>t</sup> & think the will she made is a good will to settle the Estate as she hath appointed in her will upon the Infants & they in trust for them and thereby Defts think in their Conscience they ought not to decline their Trust reposed in them by the Marriage Settlement & say they are bound to see her Will p<sup>r</sup>formed & executed. And the Infants not being menconed in that Bill or the Court being acquainted or made privy y<sup>t</sup> the Infants were to have the Estate beleive the Court will not Nullifie the s<sup>d</sup> Will but Confirme & Settle the Trust in them.

By means of w<sup>ch</sup> Trust that Defts pretend to there is a Stop & an Objeccon put upon the Estate to discourage & dishearten sev-

<sup>22</sup> [See Suff. Deeds, L. 30, f. 62; Chamberlain MSS., i. 107, 113; Suff. Early Court Files, No 6949, Paper 5 for evidence that an agreement was made with Dr. Samuel Bellingham April 25, 1699, by which payments were made to his daughter; *supra*, p. 499, note 18; *infra*, pp. 581-583.]

vide Defts first answer      eral Purchasors who live in New Engld & in London who offer to buy the s<sup>d</sup> Estate but refuse the Same till Defts disclaime their right of Trust in & to themselves & likewise to the Interest they claime on behalf of the Infants named in the Will & all others w<sup>ts</sup>soever And to make the Title the more obscure the Defts have also put a Stop to Plts from receiving the rents & pfts of the Estate & have sent Letters of Attorney into New Engld to their Agents to take & receive the rents of the Estate for & upon acco<sup>t</sup> of the s<sup>d</sup> Edw<sup>d</sup> Wats als Bellingham the Minor during his Nonage.

for remedy of w<sup>th</sup> plts in Trinity Terme last Exhibited their Bill of Complt ag<sup>t</sup> Defts but omitted to make the Infants Defts in the s<sup>d</sup> Bill, and Defts promised they would answer fairly & make a full Disclaimer by w<sup>th</sup> means the Objec<sup>t</sup>ions y<sup>t</sup> any pson should make might be the better satisfied, If their Trust determined upon Solemniza<sup>o</sup>n of s<sup>d</sup> Marriage But quite contrary have drawn an Answer & Disclaimer denying as to themselves or to their own use or benefit they claime any thing out of the s<sup>d</sup> Estate but Insist if there be any such Deed or Deeds To then see form Trust for any other pson or psons they would not p<sup>r</sup>judice them or have any such pson p<sup>r</sup>judiced Defts having heard there were such Deeds in Trust some how for the sole & separte use of the s<sup>d</sup> Eliz. Bellingham And y<sup>t</sup> she has pusuant thereto made some Will by Vide the Defts      w<sup>th</sup> plts son Edw<sup>d</sup> & other psons are entitled to the Estate in Bill men<sup>t</sup>ioned or some pt thereof or last Answer      Something out of y<sup>e</sup> same as p answer will appear ”

Then follow six questions, the seventh not appearing. On a separate sheet are seven questions substantially the same as those annexed to the Case, but more suecinetly stated. Under each of these Cowper has written his answer, and signed his name thereto, 9 May, 1702. For convenience, I have added in brackets to the answers of Cowper, those of Counsellor Danyell found on a separate sheet, signed and dated 17 June, 1702.<sup>23</sup>

Qu. 1. Whether Defts Trust that vested in them before the Marriage took effect be not now determined.

[Cowper] The conveyance to ye Trustees is not good in Law; but supposing it good & y<sup>t</sup> y<sup>e</sup> est. in Law vested in ye Trustees, J conceive, y<sup>t</sup> y<sup>e</sup> Trust being limited to & for such pson as she by any writing Pporting to be her last will should appoint, & in ye meantime only in trust for her & her heirs; ye Trust subsists for ye benefit of those to whō she has appointed it; her Ptended Will being good as an appointm<sup>t</sup> of ye Trust though not as a Will.

<sup>23</sup> Chamberlain MSS., i. 73, 75, 81, 83.

[Danyell] I conceive that the will is not determined by the Stat but the trust remains.

2. Whether p<sup>l</sup><sup>ts</sup> have not a legall Title to said estate & Jnhitance by vertue of Marriage Deeds of settlem<sup>t</sup> Considering p<sup>l</sup><sup>t</sup> Rebecca was only sister & heiress to the sd Eliz: Bellingham Notwithstanding the sd Will.

[Cowper] This answd before.

[Danyell] The p<sup>l</sup><sup>ts</sup> haue no legall title to the p<sup>r</sup>mises if the will stand in force but the same remains in trustees.

3. There are severall persons treating w<sup>th</sup> p<sup>l</sup><sup>ts</sup> to buy the Estate. How can p<sup>l</sup><sup>ts</sup> make a good title & clear Objec<sup>t</sup>ions

[Cowper] This question is too general, but J do not see how ye Jnfants claim under ye will can by any ordinary course of Law or Equity be cleared or bound during their minority, - nor otherwise than by Act of Parlt

[Danyell] I cannot see the p<sup>l</sup><sup>ts</sup> in themselves can make any legall title without the Judgm<sup>t</sup> of the Court vpon the mariage settlem<sup>t</sup>

4. The estate consists in divers ffarmes at Boston in New England & Defts as Trustees Confederating w<sup>th</sup> the Ex<sup>r</sup><sup>s</sup> who are their Agents & alive in New England receive the rents of sd Estate under p<sup>r</sup>tence of sd Trust & Will Whether proper for p<sup>l</sup><sup>ts</sup> to impower some friend in New England to bring an Ejectm<sup>t</sup> or Ejectm<sup>ts</sup> ag<sup>st</sup> the Ptieular Tenants or what is the best way to recover poss<sup>ion</sup> of the p<sup>r</sup>mises w<sup>ch</sup> the Trustees or Exec<sup>r</sup><sup>s</sup> have reced or shall receive the Rents of, and in whose name must the Ejectm<sup>ts</sup> be brought.

[Cowper] If they are in poss<sup>ion</sup> who are either not bound or not to be reached bye ye Decree; ye Ejectm<sup>t</sup> must be according to ye forms of ye Colony & in ye name of such pson Lessor of ye P<sup>l</sup>, who has ye legal title, who for ought J see, is ye Heir of Samuel Bellinghā, or himself if living.

[Danyell] I cannot see that any Ejectm<sup>t</sup> can bee brought but in Trustees' names the p<sup>l</sup><sup>ts</sup> eannot bring any in his owne name but as heir at law in right of the wife but the settlem<sup>t</sup> will bee a barr if p<sup>r</sup>duced & as there is a privity betwixt the Exec<sup>r</sup><sup>s</sup> & trustees of the settlem<sup>t</sup> tho concealed I beleive it will haue little effect till settled in Chancery or by act of Parlement

5. Whether proper to amend Bill & make the Jnfants by a Nominal Guardian Defts w<sup>th</sup> the Trustees & Ex<sup>r</sup><sup>s</sup> That thereby when Cause [is] heard the Judgm<sup>t</sup> of the Court may be known whether the Trustees Exec<sup>r</sup><sup>s</sup> & Jnfants have any property by vertue of Will Notw<sup>th</sup>standing a ffeme Covert Or proper for a Bill to be brought by some Guardian for the Children ag<sup>st</sup> the now

p<sup>ts</sup>, Trustees & Exec<sup>rs</sup> to have the Judgm<sup>t</sup> of the Court who has a legall right & title to the p<sup>r</sup>misses in queon & thereby the validity of the Will come to be determined

[Cowper] You can have only a Decree nisi ag<sup>t</sup> ye Jnfants, & they will have time after they come of age to shew cause ag<sup>t</sup> any Decree obteyned ag<sup>t</sup> e<sup>m</sup> during their Minority

[Danyell] As to this & former questions the whole matter is not before the Court & the proper remedy to haue an end is for the Infant p Guardian to Exhibite a bill ag<sup>t</sup> p<sup>ts</sup> trustees & other Exec<sup>rs</sup> & pduce the settlem<sup>t</sup> & take the opinion of the Court

6. If the Court determine the Will to be Good by vertue of Marriage settlem<sup>t</sup> the Estate being wholly freehold Whether the Trustees shall have the power to take the Rents & profitts thereof till the Minors come of age Or the Exec<sup>rs</sup> & Guardian named in the sd Will.

[Cowper] I think ye Guardian, as ye Will is worded

[Danyell] Whether the Court will direct the trustees or Exec<sup>rs</sup> to receive the rents or p<sup>r</sup>fitts durning minority J cannot determine for if the Court finds any miscarriage or abuse in them it will bee in Discretion to appoint another receiver

7. If the Order pass according to the Minutes contrary to p<sup>ts</sup> Counsells Amendm<sup>ts</sup> w<sup>t</sup> damage will it be to p<sup>ts</sup>, Or what detrim<sup>t</sup> will it be to p<sup>ts</sup> if Defts Counsell see the Marriage Deeds <sup>24</sup>

S<sup>r</sup> Your Advice & hand is humbly desired hereto

[Cowper] This is partly ansd before, ye Da<sup>r</sup> will be in letting ye Defts Council See ye Jnfants have an equitable right to ye Estate by virtue of ye appointm<sup>t</sup> of ye Trust made by Eliz: B.

9 May. 1702. W<sup>m</sup> Cowper.

J cannot see that this order can any wise determine this cause let it passe either way but am of opinion that the Deed of Settlem<sup>t</sup> must bee pduced

17 June 1702

Jo<sup>n</sup> Danyell.

*Indenture between Edward Hull and John Shelton and  
Edward and Rebecca Watts.<sup>25</sup>*

*This Indenture made the Fifth day of Septemb<sup>r</sup>: in the first year of the Reign of Our Sovereign Lady Anne by the Grace of God*

<sup>24</sup> [Hull and Shelton must have seen the deeds before they signed the conveyance of September 5, 1702, as it recites verbatim the indenture tripartite of April 16, 1695, which was recorded in Boston May 13, 1702. A clause was inserted in the indenture of September 5, by which Edward and Rebecca Watts, whose signatures were also appended thereto,

<sup>25</sup> Suff. Deeds, L. 22, f. 120.

of England Scotland France & Ireland Queen Defender of the faith &c./ And in the year of our Lord One thousand Seven hundred and two/. *Between* Edward Hull Citizen and Haberdasher of London & John Shelton Citizen and Sadler of London of the one part,— And Edward Watts of St. Botolphs Algate London Sawyer and Rebecca his Wife of the other part. *Whereas* by or by means of a Certain Indenture Tripartite bearing date on or about the Sixteenth day of April in the year of our Lord one thousand Six hundred Ninety five made or mentioned to be made, Between Samuel Bellingham late of the Parish of St. Anna Westminster in the County of Middx Esq<sup>r</sup>. deceased, Son and Heire of Richard Bellingham late of Boston in Massachusetts Bay in New England Esq<sup>r</sup>. deceased of the first part, Elizabeth then Savage of the said Parish of St Anna Westminster Widow of the Second part, And the said Edward Hull and John Shelton of the third part, for and in Consideration of a Marriage then intended to be had and Solemnized between the s<sup>d</sup>. Samuel Bellingham and the said Elizabeth Savage & for a Competent and Suffieient maintenance of the s<sup>d</sup>. Elizabeth Savage in case the said intended Marriage should take effect, and in Pursuance of Certain Marriage Articles bearing date on or about the thirtyeth day of March then last past, made or mentioned to be made between the said Samuel Bellingham of the first part, the said Elizabeth Savage of the Second part, and the s<sup>d</sup>. Edward Hull & John Shelton of the third part, The s<sup>d</sup>. Samuel Bellingham Did grant bargain Sell alien release enfeoff & Confirm (or so mention to doe) unto the said Edward Hull and John Shelton & their Heirs All that Messuage parcel of Land or Tenement Seituat lying and being at a place or Town Called Wynnysymet within y<sup>e</sup> Colony of Massachusetts Bay aforesaid, and then in the Tenure or occupation of one Richard Smith or his Undertenants or Assignes, and sometimes Called Smiths Farme, And also one other Messuage parcel of Land or Tenement at Wynnysymet afores<sup>d</sup>. then or late in the Tenure or Occupation of one Jeremiah Belcher his Under Tenants or Assigns And also one other Messuage or Tenement with the appur<sup>ces</sup>: at Wynnysymet afores<sup>d</sup>. then or late in the Tenure or Occupation of one Samuel Townsend or his Vnder tenants, In which last mentioned Lands or Tenements one Penelope Bellingham Mother in Law of the said Samuel Bellingham then had an Estate for life or some other Estate determinable by her

gave Hull and Shelton a warranty to indemnify them for any costs, damages, suits, etc., which might inure by reason of the execution of that instrument.]

death. And also all those or that parcel or parcels of Land near the great pond of Enon in the Colony aforesaid Containing by Estimation Eight hundred Acres more or less together with the same pond, And also one peice or parcel of Pasture Land containing two Acres more or less adjoining to Angeloes House, and near then one M<sup>r</sup>: Colbornes Lands lying at the South End of the said Town of Boston, And also one peice or parcel of Land being a side of a Hill, adjoining to a Hill formerly belonging to one M<sup>r</sup>: Cotton in the said Town of Boston And also one peice or parcel of Marsh Land adjoining to the Lands late then before of one James Everil in the said Town of Boston And also all the right title interest Estate claim and demand then of him the s<sup>d</sup>. Samuel Bellingham in and to One Message or Tenem<sup>t</sup> in the said Town of Boston formerly the Dwelling house of his said Father Richard Bellingham and then or late in the possession of the said Penelope Bellingham together with all the Grounds Cellars Shops and other appurces whatsoever. thereunto appertaining or belonging And all & Singular other the Messuages Farmes Lands grounds Tenements & hereditaments whatsoever then of him the said Samuel Bellingham in possession reversion remaind<sup>r</sup>. or Expectancy or whereof or wherein he the s<sup>d</sup>. Samuel Bellingham then had any Estate of Freehold or Inheritance in possession or Reversion Situate lying & being in or near the s<sup>d</sup>. Town of Boston or in the said Province or Colony of Massachusetts Bay or Else where in Her Majestyes Territory and Dominion of New England Together with all woods wood grounds waters Ferryes rights royalties and Jurisdications whatsoever to the s<sup>d</sup>. Messuages Lands Farms and premisses belonging or in any wise appertaining And the Reversion and reversions remainder & remainders rents issues and profits of all and Singular the premisses And also all the Estate right title interest benefit trust claim and demand whatsoever. both in Law & Equity then of him the said Samuel Bellingham of in and out of the premisses and every part and parcel thereof *To have and to hold* the said Messuages Farmes Lands Tenements and Hereditaments, and all & Singular the premisses with their Appurces: unto and to & for the use of the said Edward Hull and John Shelton their Heirs and Assignes forever upon the Trusts and to the intents and purposes therein-aftermentioned Expressed and Declared That is to say *In Trust* for the s<sup>d</sup>. Samuel Bellingham and his Heirs untill the said Marriage should be had & Solemnized and from and after the Solemnization thereof *Then in Trust* for such person and persons and their Heirs for such Estate and Estates, & in such manner and form as the s<sup>d</sup>. Elizabeth Savage whether Sole or Married, and as

well Sole as Married with or without the Consent of her Husband should by any Writing or Writings or by her Last Will & Testament in writing, or any writing purporting her Last Will & Testament to be by her Signed and Sealed in the presence of three or more Credible Witnesses at any time or times Name direct Limit or appoint, and for want of such Nomination direction limitation or appointment and untill some such direction Limitation or appointment should be made and take Effect. *In Trust* for and for the Sole and Seperate benefit of the s<sup>d</sup>. Elizabeth Savage her heirs and Assigns without any controle or intermeddling of the said Samuel Bellingham and to or for no other use trust intent or purpose whatsoever And that the said Edward Hull and John Shelton should imploy and dispose of the rents issues and profits of the s<sup>d</sup>. p<sup>r</sup>misses & every part and parcel of them in such manner as the said Elizabeth Savage by any writing under her hand should direct and appoint, as by the said Jndenture Tripartite relation being thereunto had, doth and may more fully and at large appear *And Whereas* soon after the making and Executing of the said Jndenture Tripartite the said Marriage was had and Solemnized between the said Samuel Bellingham and y<sup>e</sup> s<sup>d</sup>. Eliz<sup>a</sup> (both of whome are lately dead) *And Whereas* since the death of the said Samuel Bellingham and the said Elizabeth, the s<sup>d</sup>. Edward Watts and Rebecea his Wife that is to say, in or about Trinity terme, which was in the year of our Lord one thousand Seven hundred did Exhibit their Bill in the High Court of Chancery against the said Edward Hull & John Shelton touching the premisses, alledging the said Rebecea Watts was Sister & heir to the s<sup>d</sup>. Elizabeth Bellingham dece<sup>d</sup> and that the said Edward Hull and John Shelton were willing to quit their Trust, but could not be discharged therefrom without the decree of the said Court, and praying the premisses might be Conveyed to them the said Edward Watts and Rebecca Watts, and upon hearing the said cause on or about the Sixth day of Dec<sup>r</sup>. now last past, It was by the Right Hon<sup>ble</sup> the Lord Keeper of the Great Seale of England, amongst other things Ordered and decreed, that the said Edward Hull and John Shelton should be discharged from their Trust and Execute a Conveyance of the premisses to the s<sup>d</sup>. Edward Watts and Rebecca his Wife Plaintiffs in the said cause according to the Settlement made upon the Marriage of the said Samuel Bellingham with the said Elizabeth (meaning such aforesaid) And that they should hold & Enjoy the Estate accordingly, And for what they the s<sup>d</sup>. John Shelton and Edward Hull should doe in pursuance thereof they were thereby Saved harmless and indemnified, As by the said Order and decree (relation being thereunto

had) doth and may more fully and at large appear *Now this Indenture Witnesseth* that they the said Edward Hull and John Shelton in Pursuance of and in Obedience to the aforesaid Order and decree, as also for discharging of their said Trust, and for and in Consideration of the Sum of Five Shillings of Lawfull money of England to them in hand paid by the s<sup>d</sup>. Edward Watts and Rebecca his Wife at and before the Sealing and Delivery of these presents, the receipt whereof they the said Edward Hull and John Shelton doe hereby acknowledge *Have* granted bargained Sold Enfeoffed released Transferred and Confirmed, and by these presents Doe by and with the Consent and direction of the said Edward Watts, Testified by his being a party unto, and Signing & Sealing these presents, grant bargain Sell enfeoff release transfer and Confirm to the said Edward Watts and Rebecca his Wife all and Singular the abovementioned or meant to have been Conveyed Messuages Farms Lands Tenements hereditaments and premisses with their and every of their appur<sup>ces</sup>: As also all and Singular other Messuages Farmes Lands grounds Tenements and Hereditaments whatsoever Conveyed or meant to be Conveyed by the s<sup>d</sup>. Samuel Beltingham unto the said Edward Hull and John Shelton in the said Colony of Massachusetts Bay or Elsewhere in her Maj<sup>ties</sup> Territory and Dominion of New England And the Reversion and Reversions remainder and remainders rents issues and profits of all and Singular the premisses, And Furthermore All and all manner of Estate right title trust use claim and demand whatsoever both in Law & Equity, which they the said Edward Hull & John Shelton each or either of them have hath or shall may should or ought to have or have had of to in by from or out of all every and any of the premisses or any part or parts thereof by Virtue or means of the said recited Indenture tripartite or Otherwise howsoever *To have and to hold* all and Singular the hereby granted bargained Sold Enfeoffed released transferred & Confirmed premisses with their and every of their Appur<sup>ces</sup> to and to and for the use of the said Edward Watts and Rebecca Watts and her heirs and Assignes in as full ample large and beneficial manner & upon to and for the same uses Trusts intents and purposes as they the said Edward Hull and John Shelton or either of them have hold and Enjoy or should or ought to have had held and Enjoyed the same upon or by Virtue or means of the said Recited Indenture Tripartite, & to and for no other use trust intent or purpose whatsoever And the said Edward Hull doth for himself his heirs Executors, and Administ<sup>rs</sup>. & every of them by these presents Covenant promise & agree to and with the said Edward Watts and Rebecca his Wife & her heirs and



Assigns That he the said Edward Hull hath not any wise heretofore made done or Committed any Act matter or thing whatsoever, in breach of the Trust vested in him & the said John Shelton or either of them as afores<sup>d</sup>. by reason or means whereof all or any of the recited premisses or any part or parcel of them is are or can or may be Evicted charged incumbered or Impeached in Estate title charge or otherwise howsoever And the said John Shelton doth for himself his heires Executors. & Adm<sup>rs</sup>. and every of them by these p<sup>rs</sup>ents Covenant promise and agree to & with the said Edward Watts and Rebecca his Wife and her heirs & Assigns that he the said John Shelton hath not any wise heretofore made done or committed any Act Matter or thing whatsoever in breach of the Trust vested in him the said John Shelton and Edward Hull or either of them as aforesaid, by reason or means whereof all or any of the recited premisses or any part or parcel of them is are or can or may be Evicted charged incumbered or impeached in Estate title charge or otherwise howsoev<sup>r</sup>. And the s<sup>d</sup>. Edward Watts for himself his heirs Executors. & Admin<sup>rs</sup>. and every of them doth by these presents Covenant and grant to & with the said Edward Hull and John Shelton and each or either of them and their Several and Respective heirs Executors. and Admin<sup>rs</sup>. that they the said Edward Watts and Rebecca Watts and his her and their Several & respective heirs Executors. Admin<sup>rs</sup>. and Assigns or some of them shall and will from time to time, and at all times hereafter well & Sufficiently Jndempnifie and save harmless them the s<sup>d</sup>. Edward Hull and John Shelton & each or either of them their & each of their Several and respective heirs Exe<sup>rs</sup>. & Admin<sup>rs</sup>. of and from all and all manner of process Suit trouble Expence charge & damage whatsoever which hereafter shall or may accrue and happen to them or either or any of them for & by reason of the said Edward Hull & John Shelton his their or either of their respective making & Executing these presents, Saving and Excepting their respective Covenants herein beforementioned & Contained against their respective Incumbrances Acts and Deeds *In Witness* whereof the parties first abovenamed to these present Jndentures have interchangeably set their hands & Seals the day and year first abovementioned, Edw<sup>d</sup>. Hull and a Seal Jn<sup>o</sup>. Shelton and a Seal Edward Watts & a Seal Rebecca QWatts her mark & a Seal Sealed and Delivered (being first duly Stampt) in the presence of Rich<sup>d</sup>: Foster Bryan Smith, John Foye Jun<sup>r</sup>: Suffolk ss. Boston May 8<sup>th</sup>: 1703. The abovenamed Richard Foster personally appearing before me the Subscriber one of Her Maj<sup>ties</sup> Justices of y<sup>e</sup> Peace in the County aforesaid made Oath that he was p<sup>rs</sup>ent & saw the withinnamed

Edward Hull and John Shelton with Edward Watts and Rebecca his Wife Sign Seal and deliver the withinwritten Instrument as their Act & Deed and that he the Deponent together with Bryan Smith & John Foye Jun<sup>r</sup>: abovementioned sett to their Names as Witnesses thereto -. Paul Dudley. - Suffolk ss - Memorandum That on the Twenty third day of June Anno Dom<sup>i</sup> 1703 at Wynnysymet within the Township of Boston in the County aforesaid peaceable and quiet possession and Seizen of the Several Messuages Lands Tenements and Appurtenances within Specified and mentioned to be in Wynnysymet afores<sup>d</sup>. was made & delivered by Nathaniel Newdigate Attorney to the withinnamed Edward Hull and John Shelton to Joseph Hiller Attorney to the withinnamed Edward Watts and Rebecca his Wife according to the Tenure and true meaning of the withinwritten Indenture - And on the day following Viz<sup>t</sup>: the Twenty fourth day of June 1703, quiet and peaceable possession and Seizen of the Several Lands Tenem<sup>ts</sup>. Messuages & appur<sup>ces</sup>: within Specified and mentioned to be within the Town of Boston afores<sup>d</sup>. was made given and Delivered by the said Nathaniel Newdigate Attorney as aforesaid to the afores<sup>d</sup>. Joseph Hiller as Attorney to the aforesaid Edward Watts and Rebecca his Wife according to the Tenure and true meaning of the withinwritten Indenture/ In the presence of us whose names are hereunto Subscribed. Paul Dudley Joseph Hiller Jun<sup>r</sup>:/. Witness to the Livery and Seizen of that in Boston besides the abovenamed Benj<sup>a</sup>. Elliot. /- Suffolk ss. At an Adjournment of an Inferiour Court of Common Pleas holden at Boston on the first Tuesday of February 1704. [1705] John Foye Jun<sup>r</sup>. One of the Witnesses to the withinwritten Instrument personally appearing made Oath y<sup>t</sup>. he was present & did see the Subscribers thereof Edward Hull John Shelton Edward Watts and Rebecca Watts Execute the same as their Act and Deed, and that he the Depon<sup>t</sup>. and Richard Foster and Bryan Smith Subscribed their Names as Witnesses of the Execution thereof at the same time/- Attest<sup>r</sup>: ADDINGTON DAVENPORT Cler/- February 9<sup>th</sup>. 1704. Received & accordingly Entred and Examined. -

P. ADDINGTON DAVENPORT. Regist<sup>r</sup>:

## CHAPTER XIII

## THE BELLINGHAM WILL CASE REOPENED

CHAPTER ten shows an apparently deadly assault on Governor Bellingham's will by his son and heir, Dr. Samuel Bellingham, living in England,<sup>1</sup> and acting by his attorney, Richard Wharton. This was by petition to the General Court in 1674,<sup>2</sup> and resulted adversely to the respondents, the executors and trustees under the will. The General Court was the highest judicial tribunal in the colony. From its decisions there was no appeal; for there was not then, as now, a supreme court authorized to settle the constitutionality of legislative acts. The Great and General Court had the diverse powers of making and interpreting laws; and after its mandates all other courts kept silence, although, as in this case, they were contrary to usage, and even to positive law.<sup>3</sup> By usage original jurisdiction over wills and administration on estates was vested in the county courts, with appeal to the General Court.<sup>4</sup> But in the case of Samuel Bellingham vs. James Allen and others the plaintiff began by petition in the highest court. This was irregular if not illegal, and the General Court at once should have sent the plaintiff

<sup>1</sup> [Samuel Bellingham was on the Continent in 1674.]

<sup>2</sup> *Supra*, pp. 441-447.

<sup>3</sup> Mass. Col. Laws (revision of 1672), 157.

<sup>4</sup> [Richard Wharton entered a protest at the probate of Governor Bellingham's will, December 19, 1672. His protest was disregarded. (*Supra*, pp. 410, 411.) Suits involving the validity of the will were tried in the County Court, and appealed to the Court of Assistants. The latter accepted the will as valid. (*Supra*, p. 425, note 13; pp. 439, 440.) Apparently no provision was made by law (edition of 1672 Title "Appeals") for an appeal to the General Court except in capital offences. When Richard Wharton petitioned the General Court in 1674 he acted in accord with a provision of the law (edition of 1672, Title "Courts," § 1) that the General Court was "the chief Civil Power," and might act "both in matters of Counsel, making of Lawes, and matters of Judicature . . . by receiving and hearing any Complaints orderly presented against any person or Court." See also the reference to the General Assembly in the King's letter, *supra*, p. 445.]

to the County Court. And such, indeed, appears to have been the first order;<sup>5</sup> but for some unexplained reason it afterwards entertained and decided the question of the validity of the will, irrespective of proceedings in the County Court, if such were instituted. This irregularity entailed upon the parties in interest, and later upon the town of Chelsea, a series of expensive lawsuits which lasted more than a century.

Thirty years after, in February, 1705, the contest was renewed by Rev. James Allen, one of the executors and trustees under Bellingham's will. The long delay in reopening the case may have been because Mrs. Bellingham, the governor's widow, was still alive; but on her death in 1702 the residuary interest of the trustees in the Bellingham estates at Winnisimmet, if any, arose.<sup>6</sup> James Allen was an able man, an Englishman, and Fellow of New College, Oxford. Having been ejected from his living on the restoration of Charles II., he came to Boston in 1662, and was colleague-pastor with Davenport of the First Church, lately under the pastoral charge of Rev. Rufus Ellis, D.D. He was a friend of education, and for some time a member of the corporation of Harvard College. With Governor Bellingham he was intimate, since the governor gave him his will for safe keeping, and explained to him the motives which led to the making of that singular instrument.<sup>7</sup> A devoted friend of religion he was doubtless grieved that the Bellingham estates, instead of being used to set up and maintain religious institutions at Winnisimmet, as the old governor intended, were perverted to the enrichment of aliens not of the governor's blood, the Watts family. Five years before his death in 1710, Allen made a gallant effort to set up the will. His story, best told by himself, leads to the second stage of the controversy in the General Court, in 1705.

To his Excellency Joseph Dudley Esq<sup>r</sup>: Cap<sup>t</sup>: Generall and Governour in Chief, in and over her Maj<sup>ties</sup> Province of the

<sup>5</sup> *Supra*, pp. 442, [443, note 7].

<sup>6</sup> [See *supra*, p. 400, note 13.]

<sup>7</sup> He was installed teacher of the First Church, December 9; 1668, "at the same time that Davenport was inducted as its pastor." He died September 22, 1710. John Dunton says of him: "He is very humble and very rich, and can be generous enough when the humour is upon him." Foote, *Annals of King's Chapel*, i. 65.

Massachusetts Bay; in Council; and to the hon<sup>ble</sup> house of Representatives now in Generall Court assembled  
 The Remonstrance and Petition of James Allen of Boston in the County of Suffolke within the s<sup>d</sup> Province Clerk; surviving ffeoffee in Trust and Execut<sup>r</sup>. of the last will & Testament of the late hon<sup>ble</sup> Richard Bellingham Esq<sup>r</sup>. dec<sup>d</sup>.  
 Most humbly Shew<sup>th</sup>.

That the said Richard Bellingham dyed seized in ffee, of a very considerable Estate, of houses & lands in the s<sup>d</sup> County of Suffolke; & in and by his last will & Testament, bearing date y<sup>e</sup> 28<sup>th</sup> Nov<sup>r</sup>. 1672, disposed thereof as followth. (That is to say), he gaue to his beloved wife, the rent of that ffarme where Nicholas Rice then lived [the Shurtleff farm], to be paid her duly after his decease; as alsoe his dwelling hous with the yard & field adjoining, during her naturall life: To his only Son & his sons daughter, during their natural lives the Testat<sup>r</sup>. gaue the ffarme Liev<sup>t</sup>. John Smith then possessed [the Ferry farm]; and the Rents of his other two ffarmes in the occupation of John Beleher & Goodman Townsend [the Carter and the Carey farms], he gives towards the relief of the four Daughters of Coll Goodrick; and declares that after his owne & his wifes decease, he gives the ffarme he had devised to her for life, & after the decease of his son & his sons daughter, his whole Estate in Winnisimett, to be an annuall Encouragm<sup>t</sup> to some Godly Ministers & preachers, as should by his Trustees be judged faithfull to those principles in Church Discipline owned & practised in the first Church of Christ in Boston, whereof the Testator declared himselfe to be a member: And in his said will did request & appoint M<sup>r</sup>. John Oxenbridge, your Pet<sup>r</sup>. M<sup>r</sup>. John Russell, and M<sup>r</sup>. Anthony Stoddard, to be ffeoffees in trust & Executors thereof; and thereby did desire them to observe the Instru<sup>c</sup>ions therein given. Viz<sup>t</sup>. first That in Convenient time a ministers, & meeting house be built at Winnisimett when sufficient be received out of the rents (2) That Lotts for dwellers & Jnhabitants be given out, & Conveniency of land to the Ministers house. (3) That four or six more or less young students be brought vp for the Ministry as the Estate will bear. (4) That something be allowed yearly to any Godly Congregational Minister who shall be willing to settle in that place. (5) That his Trustees, take care of his beloved wife to give her Counsell as she needed, and help her as farr as they could, in the quiet Enjoy<sup>m</sup>t. of her Estate. & receiving of her Rent (6) That the Trustees meet twice a year at the least, as often else as they can or is need and that they be allowed what is meet for each meeting (7) That they allow annuall as they shall think fitt

to a Godly Congregational Minister. qualified as above, for his further Support (8) That Every Quarter of the year one sermon be preached to instruct the people in Boston in Church Discipline according to the word of God, and such Competent allowance be given to each of y<sup>m</sup>. as his Trustees shall judge fitt or sufficient. vide y<sup>e</sup> Will as in & by the s<sup>d</sup> last will & Testam<sup>t</sup> of y<sup>e</sup> s<sup>d</sup> Testator, very well proved according to Law & herew<sup>th</sup>. exhibitted doth more fully & at large appear.

That soon afterwards your Pet<sup>r</sup>. Mess<sup>rs</sup> Oxenbridge & Stoddard took vpon them the Charge and burthen of the said will, and did Execute, vntil the same was contested by M<sup>r</sup>. Rich<sup>d</sup> Wharton as Attorney to M<sup>r</sup>. Samuell Bellingham, at a Generall Court Es-  
vide gen<sup>ll</sup> pecially called in Sept<sup>r</sup>. 1676, when the same was  
Court judgm<sup>t</sup> declared null & void in Law: w<sup>ch</sup> Judgm<sup>t</sup>. or  
decrec of that Espetial hon<sup>ble</sup> Court, (with most  
humble submission) was Erroneous. (1<sup>st</sup>) Because That Court.  
at that tyme had not the Jurisdiction or Cognizance of wills;  
but the County Court only. (2) That the will was really and  
*bonâ fide* the last will & testam<sup>t</sup>. of the s<sup>d</sup> Rich<sup>d</sup> Bellingham  
deceased and so proved to be; and not all the English Laws  
could sett aside, or Controul such a will: The Maxim in Law is.  
That the will of the Giver must be observed That faith & truth  
must be obeyed & what the last will does say, and Every man  
is a Law to himselfe as to the disposition of his owne Estate. &  
property. &c<sup>a</sup>

That by means of that Judgm<sup>t</sup>. yo<sup>r</sup> Pet<sup>r</sup>. is vtterly disabled to  
performe the will, & his incumbent duty: and the pious & Re-  
ligious intentions of the Testator (long made known before his  
death) are thereby wholly frustrate & without effect; and the  
Estate now possess<sup>d</sup>, or claim'd by strangers, & persons not of the  
blood of the s<sup>d</sup> Richard Bellingham; his s<sup>d</sup> widdow & sonn being  
both dead.

Yo<sup>r</sup> Pet<sup>r</sup> therefore humbly intreats your Ex<sup>cy</sup> and this hon<sup>ble</sup>  
Court, to assigne a day when he & the opposite partyes Concerned,  
may by their Council be heard to argue the matt<sup>rs</sup>. of Law. refer-  
ring to the s<sup>d</sup>. Will, and then your Pet<sup>r</sup>. cannot doubt but this  
hon<sup>ble</sup> Court. will reverse the s<sup>d</sup> former judgm<sup>t</sup> and by Act  
or Decree Enable him, faithfully to discharge his duty, according  
to Law, and the pious designe of his Testator. James Allen.

In the House of Representatives.

Feb: 22 : 1704 [1705] Read

23. Ordered y<sup>t</sup> The Praier of this Petition be Granted,  
and a Hearing Attended the 2<sup>d</sup> Wednesday of the Ses-

sion of this Court in May next, the opposite Parties concerned to be notified.

Sent up for Concurrence.

Jam<sup>s</sup> Converse Speaker

Feb<sup>ry</sup> 23<sup>th</sup> 1704 [1705]

In Council.

Read, and not agreed with the Representatives in the above Vote, And Voted That the persons claiming the Estate be forthwith Served with a Copy of this Petition, And that they make their objections and shew cause, if any they have, on Friday in y<sup>e</sup> first weeke of the next Session of this Court why a hearing of the case therein mentioned as is therein prayed for should not be granted.

Sent down for concurrence.

Js<sup>s</sup> Addington Sec<sup>ry</sup>

In the House of Representatives,

Feb<sup>ry</sup> 23 : 1704 [1705] : Read &

Pass'd a Concurrence. Jam<sup>s</sup>. Converse Speaker.

1705 June 1 ? Read In the House of Representatives.

Ordered That the Praier of this Petition be Granted, & a Hearing Attended, forthwith, if both Parties are prepared for it otherwise on the next Tuesday at 3 o clock afternoon

Sent up for Concurrence Thomas Oakes Speaker

*The Answer of Edward Watts to the foregoing Petition -*

To his Excellency Joseph Dudley. Esq<sup>r</sup>: Cap<sup>t</sup>. General and Governo<sup>r</sup>. in Chief in and over her Maj<sup>ties</sup>. Province of the Massachusetts Bay in New England the Hono<sup>ble</sup>. her Maj<sup>ties</sup>. Council and House of Representatives now in General assembly convened in and for sd Province. may 30<sup>th</sup>. 1705.

The Answer of Edward Watts of the City of London Mercht. and Rebecca his wife Claimers owners & possessors of the Estate formerly Richard Bellinghams Esq<sup>r</sup>. Dec<sup>d</sup>, to a Petition of James Allen of Boston Clerk.

Sheweth

That true it is, as the Petitioner settts forth That Richard Bellingham late of Boston afores<sup>d</sup> Esq<sup>r</sup>. Dec<sup>d</sup>, dyed seised of a very Considerable Estate in Houses and Lands, and there was also a sort of a last will & Testament to the purport of what the petitioner settts forth, which was pretended to be the sd Bellingham's, tho<sup>o</sup> for very wise and just Reasons declared and adjudged to be void and of none Effect by the General Court of this Country Anno 1676. the Judgment of which Court yo<sup>r</sup>. Respondent hopes

this great and General Assembly will not suffer now to be called in Question, much less Revers'd, and therefore yo<sup>r</sup>. Respondent opposes the petitioners being heard vpon his Petition. and whereas yo<sup>r</sup> Petitioner in his first Reason saith That that Court at that time had not the Jurisdiction or Cognizance of Wills but the County Court only. Yo<sup>r</sup>. Respondent answers, That true it is, the County Courts at that time had the Cognizance of Wills &c: But from whence did they derive it, but from the General Court, who therefore had power in extraordinary Cases when they saw occasion to Exert that power themselves, it being too great a thing for any Inferiour Court to make void a Will that might have the Common proof attending of it: *omne majus continet in se minus*. is a known Rule in Law,\* Besides, this pretended Will of M<sup>r</sup>. Bellinghams had Laboured so long in the Inferio<sup>r</sup>. Courts without any Effect or Issue, That the General Court were Resolved to take it into their own hands, & make a final Issue thereof, especially having directions so to do from y<sup>e</sup> Crown of England, and with all submission yo<sup>r</sup>. Respondent humbly offers, that the General Court under the first Charter, except in some few things had the same powers and authority that the present General Assembly hath, as being the supreme and Legislative power of the Country.

2 Whereas the Petitioner urges, that the s<sup>d</sup> Will was really and *bonâ fide* the last Will and Testament of y<sup>e</sup> s<sup>d</sup> Richard Bellingham Esq<sup>r</sup>. deçed and so prov'd to be and not all the English Laws could sett aside or Controul such a Will. Yo<sup>r</sup>. Respondent answers. (1) That there are many things absolutely Necessary to make a last Will and Testament good according to Law, for thô the s<sup>d</sup> Bellingham might towards his Death sign that Instrument called his Will, yet if he were then *non Compos*, and understood not what he did, but managed and Imposed on by others, or if the Writing it self had not the nature of a Will in it, the General Court had very great and good Reason for what they did.

(2) It shall not now be with the Petitioner to say the s<sup>d</sup> will was a good Will &c. when a General Court has passed upon it

\* This is bad law, and the maxim that the greater always contains the less is misapplied. I discover no trace in the Inferior Court Records that the questions raised by the will had been passed upon, or that any attempt was made to carry out the order of the General Court of October 7, 1674. [See *supra*, p. 425, note 13 and pp. 429-440; and note 4 to this chapter; also p. 443, note 7.] Six months later, May 12, 1675, the case was again before the General Court, and neither then nor afterwards was any allusion of record to any action on the case in the court below. Nor have I found any mandate from the Crown directing the General Court to entertain and determine the case; but the statement in the petition serves to establish the fact as given by Richard Wharton, *ante*. [See the letter from the King, *supra*, chap. x. p. 444.]



and determined it to be no Will; and that no doubt with due regard to the Laws of England; and with a just value of Last Wills and Testaments.

3. Yo<sup>r</sup>. Respondent opposes the hearing of this matter for the great Inconveniency of it (1) Jn General, That the Acts of the General Courts of this Country, should after so long a time be reexamin'd or Revers'd.

(2) ffor that since this Judgment of the General Court in 1676. there have been so many purchases Mortgages and Conveyances of that Estate, that an unspeakable mischief and Confusion would Emsue now to Reverse it.

4. Yo<sup>r</sup>. Respondent prays it may be Consider'd how strange & unreasonable it will be for this great and General Assembly to raise a Will to Life again that has been buryed near thirty Years: or rather in truth to make a Will at this day, for the sd Mr. Bellingham. for no doubt of it, the petitioner in the day of it made the strongest Efforts that could be made to support the Will, & yet all fail'd., & certainly if his proof would not serve him then, it can never be supposed to do so now.

5. Yo<sup>r</sup>. Respond<sup>t</sup>. opposes a hearing for that the Petitioner really petitions that a Will be made for the sd Bellingham, for he prays for a power to dispose of his Estate so, & so, whereas in the very Jnstrument<sup>t</sup>. which the petitioner would have a Will, M<sup>r</sup>: Bellingham devises not one jot of his Estate to his ffeoffees nor could they by Law (had that Will stood to this Day) ever have medled with any of the real Estate of M<sup>r</sup>. Bellingham without the Consent of his heir at Law.

6 ffor that by the Law of this Province now in being for the Quieting of men's Possessions, not only all Actions in Courts of Law, but also all Processes are forbidden after the time limited by that Act, and Yo<sup>r</sup>. Respondents and those they Claim under having been at all times in the peaceable possession of the sd Estate, therefore hope this great and General Assembly will support and maintain their own Laws, by allowing no further proceeding in this matter. And vpon the Whole yo<sup>r</sup>. Respondents hope This great and General Assembly will do that Justice and Honor. to the former General Court of this Country as to Ratify and Confirm their Judgment in reference to Mr: Bellingham's pretended Will by Dismissing the petitioner.

and yo<sup>r</sup> Respondent shall ever pray

Boston. 1. June. 1705.  
Present<sup>d</sup>

Paul Dudley \*  
*pro Respondentibus.*

\* Paul Dudley [H. C. 1690], attorney for the respondents, was a son of Governor Joseph Dudley, studied law at the Temple, London, was attorney-

Friday, pr<sup>o</sup> June. 1705. Jn Council Read.  
 In the House of Representatives  
 June 1<sup>o</sup> 1705 Read. twice  
 June 14: Ordered That a previous Hearing be Attended before  
 this Court, on this answer & M<sup>r</sup> Allen Serv'd with a Copy thereof  
 the Board to appoint the time.  
 Sent up for Concurrence Thomas Oakes Speaker  
 June 20<sup>th</sup>. 1705. Jn Council  
 Read and on the Question put, It was carried in the  
 Negative Js<sup>o</sup> Addington Sec<sup>y</sup>

The two preceding papers are to be found in the Massachusetts Archives.<sup>10</sup> The minutes appended to the foregoing papers show the legislative action of the two houses thereon. They were afterwards extended on the records of the General Court; and as these contain some additional facts of interest, I now give them entire, though there are some repetitions.

*Extracts from the General Court Records*

February 23, 1704 [1705] <sup>11</sup> A PETITION & Remonstrance of James Allen Clerk surviving Feoffee in Trust & Executor of the last Will & Testament of the late Hon:<sup>ble</sup> Richard Bellingham Esq<sup>r</sup> Praying to be heard upon a Judgement of the General Court Sitting in September 1676, declaring the said Will null & void, Was sent up from the Representatives <sup>12</sup> with the Vote of that House thereupon; Viz, That the Prayer of the Petition be granted, And a Hearing attended upon the second Wednesday of the Session of this Court in May next.

general, and finally chief-justice of the highest court of the Province. He was a learned naturalist, and a Fellow of the Royal Society. By will he founded the Dudgeon Lectures at Harvard.

<sup>10</sup> Vol. xvii. pp. 150-154. [The original documents with the official endorsements.] In several instances I have not found the documents presented to the General Court, or the orders passed thereon, either extended on the records or preserved in the Archives at the State House, and several now printed owe their preservation to the copies made (from originals now lost) for the use of parties in court, and in some cases passed into private hands. These papers are printed in Acts and Resolves of the Province of the Mass. Bay (1895), viii. 464, 605. There are two copies of the records of the General Court at the State House, though not always identical in date or pagination,—one in the office of the Secretary of State and the other in the State Library.

<sup>11</sup> [This note has been placed as an appendix to this chapter.]

<sup>12</sup> [These extracts are from the Council Records; no record of the proceedings in the House of Representatives now exists.]

W<sup>ch</sup> being read, The Council disagreed with the Representatives in y<sup>e</sup> Vote,

AND VOTED that the Person claiming the said Estate be forthwith served with a Copy of the Petition, And that they make their Objections and shew Cause if any they have on Fryday in the first Week of the next Session of this Court, Why a Hearing of the Case therein mentioned, as is therein prayed for, should not be granted.

And was Concur'd by the House of Representatives.<sup>13</sup>

In the Council, Friday, June 1, 1705.<sup>14</sup> An Answer to the Petition of James Allen Clerk for a Hearing upon a Judgement given by the General Court Anno 1676, for Making void & null the Instrument said to be the last Will of the late Richard Bellingham Esq<sup>r</sup> Dec<sup>d</sup> Containing Objections to a Hearing of the Case according to an Order at the last Session, was presented Read & sent down to the Representatives. . . .

The Petition of James Allen for a Hearing upon a Judgement given for the Nulling the Instrument said to be the Will of Richard Bellingham Esq<sup>r</sup> was sent up from the Representatives, with their Vote thereupon, Viz, That the Prayer of the Petition be granted, & a Hearing be forthwith attended if the Parties be ready, or otherwise on Tuesday next:— Upon Reading whereof & Debate thereon, A Message was sent by Elisha Hutchinson, John Foster, Penn Townsend Esq<sup>r</sup> & the Sec<sup>y</sup>. to the Representatives, to lay before that House the Consideration how far it is proper for this Court to enter into that Cause, The whole Matter referring to Wills & Instruments &c by the present Charter being in the Government of the Governour & Council, And the Judgement now petition'd to be reversed being of near thirty Years standing under another Constitution, The Members of that Court & the Persons concerned being almost all dead, The Alterations since made of the Estate & the Statute of Limitation having Effect, Besides the Train of Consequences attending the Unravelling of Matters determined by the Supream Court within the Government at that Time.<sup>15</sup>

June 20, 1705. Upon Reading a Vote pass'd in the House of Representatives<sup>16</sup> Ordering That there be a previous Hearing before this Court on the Answer made to M<sup>r</sup> Allens Petition refer-

<sup>13</sup> MSS. Records of the General Court (1703-1709), 107, 108.

<sup>14</sup> [March 3, 1704/5, the General Court was dissolved; May 30, 1705, a new Court met.]

<sup>15</sup> MSS. Records as above, 120.

<sup>16</sup> [For this vote of the House, June 14, see the endorsement on the Answer of Edward Watts, *supra*, p. 535.]

ring to M<sup>r</sup> Bellinghams Will, M<sup>r</sup> Allen to be served with a Copy thereof, And the Board to appoint the Time.

The Question being put for a Concurrence, It was carried in the Negative.<sup>17</sup>

Thursday, July 4, 1706.<sup>18</sup> A REMONSTRANCE & Petition of James Allen Clerk, Surviving Feoffee in Trust & Executor of the last Will & Testament of Richard Bellingham Esq<sup>r</sup> Dec<sup>d</sup> Praying to be heard as to the Matters of Law referring to a Judgem<sup>t</sup> given by a former Gen<sup>l</sup> Court in the Year 1676, Declaring the said Will null & void, Sent up from the Representatives with the Order of that House for a Hearing thereon at the next Session of this Court, were Read, & The following Vote pass'd thereon; Viz,

BEFORE the Council proceed to Consider the above Vote of the Representatives

ORDERED that the Adverse Party be served with a Copy of the Petition, To shew Cause if any [they] have, Why a Hearing should not be granted, Sent down for Concurrence, & Agreed to by the Represent<sup>ves</sup>.<sup>19</sup>

Saturday, July 13, 1706. A Vote pass'd in the House of Represent<sup>ves</sup> upon the Petition of M<sup>r</sup> Allen, referring to M<sup>r</sup> Bellinghams Will, Reviving their former Vote granting a Hearing on that Matter: Was Read, & Disagreed to.<sup>20</sup>

[Tuesday, August 27, 1706. The Petition of M<sup>r</sup> James Allen with Reference to the Will of Richard Bellingham Esq<sup>r</sup> late Governour, and the Order of the Representatives thereon were Read.<sup>21</sup>]

Thursday, August 29, 1706. The Petition of M<sup>r</sup> James Allen with Reference to the Will of Richard Bellingham Esq<sup>r</sup> with the Order of the Represent<sup>ves</sup> for Granting a Hearing thereon was read, & on the Question put, Was Disagreed.<sup>22</sup>

Tuesday, September 3, 1706. A Resolve pass'd this Day in the House of Representatives upon the Petition of M<sup>r</sup> James Allen; Viz, That the Will of the late Rich<sup>d</sup> Bellingham Esq<sup>r</sup> refer'd to in the Petition was legally proved, Being Read at the Board, & Voted that the annex'd Print<sup>23</sup> being a very faulty Copy, & with-

<sup>17</sup> MSS. Records as above, 134. [June 30 the court was prorogued to September 5.]

<sup>18</sup> [During the year's lull in this contest the inhabitants of Winnisimmet and Rumney Marsh presented to the annual town meeting in Boston a petition for a meeting-house. *Infra*, chap. xxvi.]

<sup>19</sup> MSS. Records as above, 215.

<sup>20</sup> *Ibid.*, 223. [July 13 the General Court was prorogued until August 7.]

<sup>21</sup> *Ibid.*, 238.

<sup>22</sup> *Ibid.*, 239.

<sup>23</sup> [See *infra*, p. 540.]

out the Attestation of an Officer, ought not to be received or Considered by the Court: And further Considering that the Probate of Wills & Testaments is by the Charter vested in the Governour & Council, The Council therefore Disagree to the Vote of the Representatives.<sup>24</sup>

Wednesday, November 6, 1706. A Petition of M<sup>r</sup> James Allen Executor of the last Will of Richard Bellingham Esq<sup>r</sup> with the Vote of the Represent<sup>ves</sup> thereon, Declaring the said Will to be sufficiently proved according to the Law in Force at that Time, were Read, And Liberty was given to M<sup>r</sup> Allen & M<sup>r</sup> Stoddard<sup>25</sup> to offer any further Pleas in Writing for Confirmation thereof.

Thursday, November 7, 1706. PLEAS offer'd by M<sup>r</sup> Allen & M<sup>r</sup> Stoddard for Reversing the Act of the General Court in the Time of the former Government, Declaring the Will of Rich<sup>d</sup> Bellingham Esq<sup>r</sup> to be illegal, & so null & void, were Read.

And ORDERED that M<sup>r</sup> Joseph Hiller, Attorney of Edward Watts have a Copy thereof, & forthwith make Answer, If he see Cause.

Saturday, November 9, 1706. An Answer presented by Joseph Hiller Attorney of Edward Watts & his Wife to the Pleas offered by Mess<sup>rs</sup> Allen & Stoddard referring to the Instrument pretended to be the last Will & Testament of the late Governour Richard Bellingham Esq<sup>r</sup> was Read.

And then a previous Vote was put, WHETHER the Council would be ask'd upon the Resolve pass'd by the House of Represent<sup>ves</sup> Viz, That the Will of the late Richard Bellingham Esq<sup>r</sup> Dec<sup>d</sup> refer'd unto in the Petition of M<sup>r</sup> Allen was according to the Law then in Force legally proved, And that the Petitioner ought to have the Benefit of the Common Law notwithstanding any Act pass'd for the Nulling the said Will? And the Previous Vote being answer'd in the Affirmative.

The QUESTION was put upon the said Resolve WHETHER they Concur'd therewith or not? And it was Carried in the Negative.

And then an other Question was put; WHETHER any of the Council might not draw up & offer to Consideration some Thing in Lieu of the aforesaid Resolve? And it pass'd in the Affirmative.<sup>26</sup>

The result thus far appears that the General Court refused to reopen the case; possibly on the ground that, since

<sup>24</sup> MSS. Records as above, 241.

<sup>25</sup> [Presumably Simeon Stoddard, son of Anthony Stoddard, deceased, a trustee under the will. The print quoted in the appendix was given Samuel Sewall by "S. Stoddard."]

<sup>26</sup> MSS. Records as above, 254, 255.

the new charter, jurisdiction of wills was vested solely in the Governor and Council. Accordingly it was resolved that some one of the Council, if any should see fit, might draw up and offer in that body a plan whereby the case might be reheard. I find no evidence of any such action in that body. James Allen was defeated a second time, but this was not the end of the business.

## APPENDIX

ABOUT this time Rev. James Allen made an appeal to the public in a paper given below. It is a Broadside of two printed folio pages without date. The only known copy bears this endorsement of Chief Justice Samuel Sewall: "*Given me by Mr. S. Stoddard, Augt. 8, 1706,*" and is interleaved after No. 121, August 12, 1706, in a volume of the Boston News Letter formerly owned by Sewall, and now by the New York Historical Society. For a copy I am indebted to Mr. William Kelby, Assistant Librarian of that Society.<sup>1</sup>

A Copy of the Last Will and Testament of  
RICHARD BELLINGHAM ESQR.

Late Governour of the Colony of the Massachussets Bay in New-England. And some Arguments to prove this was the said Governours last Will, and was Proved and Approved as such, and ought to continue valid against the Attempts of all that would Nullify the same.

Published by the Reverend Mr. James Allen, one of the  
Executors in said Will named.

Governour Bellingham his                    [For a copy of the will and its  
Will Lib 7 f 271.                    probate see *supra*, page 393.]

WHEREAS some persons have endeavoured to destroy and make void the before-going Will, and that upon a pretence that the Gentleman which made the same, was urged to the doing of it. These may therefore Certify all persons whomsoever, and particularly the Gentlemen now Assembled to represent this Province, That the Will, whereof the above is a true Copy, was wrote hy the said Governour some years before his Death, and for about two years before his last Sickness it continued in my possession.

I often in that time discoursed the Governour about this Will, and advised him to alter it, and give more to his Wife and Son and others, but he would not hearken to my advice, saying, he knew his Son better than I did; for says he, my Son has *Two Hundred Pounds* a year of my Estate, and there is now befallen him *Fifteen*

<sup>1</sup> [Presumably this was published at the revival of the case before the General Court in the summer of 1706. See a reference to it in the vote of the Council, September 3, 1706, *supra*, p. 537.]

*Hundred Pounds* a year by his Mother; and if I should give him all this, he would part with it all for a Song, all which he did very frequently repeat, and would admit of no perswasions to make any alterations in it.

After the Governour had taken to his Bed of the Sickness whercof he dyed he sent three several Messengers to me to come and bring said Will, which at last with much perswasions I did. and when I came to him he told me he could not dye till he had finished that Will. I then gave him said Will sitting on his Bed, he sent for Witnesses which he named, saying, they were good honest men; he then called for his Spectacles, read his Will and declared it to be his last Will: He then called for a Candle and Wax, fixed a Seal to it and afterwards signed and sealed it in form and then sealed it up and delivered it into my keeping as one of the Executors. The day after he dyed, the Will was opened and read before the other Executors, the Witnesses and several others then present, and soon after it was proved and confirmed as appears above; and for some years after acted upon by the Executors in all Cases, as need required; and received and improved in all Courts (in which it appeared) as good and valid.

Now God having inclined the heart of this Worthy Person to Dedicate so valuable an Estate to his Service, and promote Piety and Religion in this Land; will it not be a thing much wondred at by Good men, as carrying a very bad aspect, to destroy so pious an action by Nullifying a Will so fully and amply expressing it self, and so Legally proved, approved and confirmed? and which has the Sanction of Heaven upon it, (as all things of that nature have) *Gal. 3 15. A mans Covonant or Testament no man disannulleth*, that is, cannot lawfully do it. Besides such proceedings may discourage others for the future for setting a part or portion of their Estates for Publick and Pious Uses.

Whereas those who shall promote the carrying on and helping forward the pious and good things in this Will expressed, will approve themselves Friends to their Country, Posterity and Religion: And all that favour Justice, Equity and Piety shall bless them.

*James Allen*

Among the Watts Papers<sup>\*</sup> is a draft apparently intended to answer the foregoing; but whether published, I am unable to say. It follows:

<sup>\*</sup> Chamberlain MSS., i. 95.



That there was a Writing pretended to be the Will of Gov<sup>r</sup> Bellingham is out of Controversy but that it was the s<sup>d</sup> Govern<sup>r</sup> Bellinghams Will & sufficiently proved according to Law & acted upon for se<sup>u</sup>all years is absolutely denyed. (1) For that the s<sup>d</sup> Gov<sup>r</sup> Bellingham never wrote the s<sup>d</sup> Will as is pretended by M<sup>r</sup> Allens false prints (2) That he was not *compos mentis* at the time of his Executing the s<sup>d</sup> pretended Will as by many credible Wittnes & also by Edmond Ranger<sup>a</sup> one of those that was a Wittnes to it appears That Notwithstanding w<sup>t</sup> is alledged the pretended Will was determined to be null & void by Act of the Generall Court & so remains & to men<sup>o</sup>n a such surreptitious will as sacred is *ludere cum sacris*

That Jn the Jewish Times God never required nor Expected That Laymen should devote the greatest part of his possessions & Temporal Estate to him to the depriva<sup>o</sup>n of his Right heirs his Children & family & that no religion in the world will justify the scripture Quota<sup>o</sup>n in this Cas

That this 3<sup>d</sup> Article is grosly reflecting upon the hono<sup>ble</sup> Generall Court & scurrilous in point of the hono<sup>ble</sup> Govern<sup>r</sup> Leveret who took other just measures in disposition of his Estate to his Widdow & Children

That to Establish this Will is to defeat the Right heirs of their Jnheritance w<sup>ch</sup> the Church alwaies abhors / And that this estate accord[ing] to Law descended to Sam<sup>l</sup> Bellingham Esq<sup>r</sup> & his heirs & that the s<sup>d</sup> Sam<sup>l</sup> Bellinghams sole daughter now enjoys part of the s<sup>d</sup> Estate who being the grandaughter of the s<sup>d</sup> Gov<sup>r</sup> Bell: is no stranger —

That the Law of England ever favours Estates by descent & neither decrees in Chancery nor Acts of Parliam<sup>t</sup> were ever know<sup>n</sup> to set aside Jnheritances according to law, upon the false allegations of a surreptitious & fraudulent devise and its hoped that the General Assembly will never begin to Establish this pretended Will which they have made void & null

6. That it can never be imagind the Act of this Province for Limita<sup>o</sup>n of possess<sup>n</sup> should be thrown away or blotted out of our Laws to make way for the reviving of the s<sup>d</sup> pretended will that has been dead this 30 years & the Rightfull heirs enjoyed the Estate ever since — And the Jmaginary suggestions about the son & s<sup>r</sup> frivolous

<sup>a</sup> [Isaac Townsend, son of Samuel Townsend, tenant at Winnisimmet, married a daughter of Edmund Ranger.]

7. That the opening a door to set aside the Gen<sup>l</sup> Courts Act & thereby divest any psons of their Possessions & fixt inheritances according to the forecited Law of this Province for limitaçon of possession would be very inconvenient & a dangerous president & tend to the unravelling the fixt estates of this Country & the contradicting the afores<sup>d</sup> law of Limitaçon of possess<sup>n</sup>

Chief Justice Sewall's views are given in a letter to Wait Winthrop, November 10, 1706.<sup>4</sup> "As to M<sup>r</sup> Bellingham's will, M<sup>r</sup> Allen seems to insinuat it was written by himself, whereas it is M<sup>r</sup> Allen's own hand;<sup>5</sup> and there is a base reflection upon M<sup>r</sup> Sam<sup>l</sup> Bellingham, a worthy gent. Indeed I have purchased a small peice of land y<sup>t</sup> was Gov<sup>r</sup> Bellingham's; but it is not mentioned in y<sup>e</sup> will at all, and I hold it of the heir. However, it would be much more for my interest to have y<sup>e</sup> Wilmisimet lands go to settle a minister there than otherwise, tho I should lose my purchase; and yet I cañot see with what face we can go about now to set up that will, thirty years after its being declared null by the Gen<sup>l</sup> Court that then was. That is most certain which by contest, & after contest (*ex dubio*), is made certain. I fear it would be much to the dishonor of God, as things now stand with us, to undo that w<sup>ch</sup> was done in 1676, when parties and witnesses were alive. It would in probability create a great deal of trouble to the Province, and come to nothing in the end. We should be thought unjustly selfish, unwilling y<sup>e</sup> estate should go to persons in England."

<sup>4</sup> 6 Coll. Mass. Hist. Soc., v. 148.

<sup>5</sup> The original is not now to be found in the Probate Office.

## CHAPTER XIV

## SUITS FOR THE BELLINGHAM ESTATES RESUMED

THE result of the proceedings in the General Court for reopening the Bellingham will case would have disheartened one less resolute than James Allen. But he seems to have anticipated the issue, for in May, 1705, he devised a plan which forced Edward and Rebecca Watts to litigate the case before a jury, whatever might be the decision of the General Court. In this he had the assistance of Rev. Thomas Cheever, then, and for many years previously, a resident of Rumney Marsh. They determined that if Allen was not allowed to bring suit, Edward Watts should be compelled to do so. Their plan, simple and effective, was this: for Allen, as executor and trustee under Bellingham's will, to enter and take possession of the estates as though there were no question of his title.<sup>1</sup> Nor were the circumstances unfavorable. Edward and Rebecca Watts, the legal claimants, were in London, and the estates in the possession of tenants, neighbors and parishioners of Cheever at Rumney Marsh,<sup>2</sup> interested parties

<sup>1</sup> [The estates contested in the courts were the Townsend farm and Governor Bellingham's mansion house in Boston, in both of which Mrs. Penelope Bellingham had held a life interest. In the inventory of Samuel Townsend's estate, taken January 9, 1704/5, was the item, — "Rent owing from the Estate for 3 years," that is, since the death of Mrs. Bellingham. Title to the Bellingham estates was then under litigation in the English courts. At Winnisimmet Joseph Hiller demanded the rents as agent of Edward and Rebecca Watts, Nathaniel Newdigate as agent of Hull and Shelton. (*Supra*, chap. xii.) The deed from Hull and Shelton to Edward and Rebecca Watts was not proved in Massachusetts by the oath of two witnesses, and recorded at the Suffolk Registry of Deeds, until February, 1704/5, the date of James Allen's petition to the General Court. Because of these disputes over the rent of the farm, the estate of Samuel Townsend was still unsettled in May, 1708. Suff. Prob. Rec., L. 15, f. 413; L. 16, f. 460.]

<sup>2</sup> [The church at Rumney Marsh, of which Rev. Thomas Cheever became the pastor, was not gathered until 1715; no member of the Townsend family joined it. Thomas Cheever was, however, their near neighbor. They attended the North Church in Boston. Its pastor, Rev. Cotton Mather, often urged the establishment of a church at Rumney Marsh.]

and doubtless sympathizing with Allen, and not unwilling to recognize him as their landlord. In pursuance of their plan, Allen executed a power of attorney, in the handwriting of Thomas Cheever, as follows: <sup>3</sup>

To all People, unto whom these presents shall come James Allen of Boston in the County of Suffolk in New-England Clerk, sendeth Greeting. Know ye that I the s<sup>d</sup> James Allen as Surviving ffeoffee in Trust, & Executour of the last will & Testament of the Hon<sup>ble</sup> Richard Bellingham Esq Dec<sup>d</sup>, have assigned, ordained, substituted & made, & by these presents do assigne, ordaine, substitute & make John ffloyd sen<sup>r</sup> <sup>4</sup> of Winnisimmett side in y<sup>e</sup> precincts of Boston afores<sup>d</sup> Yeoman, to be my deputy, assignee, or Attorney,

for me, in my name, & in my s<sup>d</sup> Capacity, to y<sup>e</sup> uses & behoofs in y<sup>e</sup> s<sup>d</sup> will mentioned, to enter into all & singular, y<sup>e</sup> Messuages, houses, lands, tenements, & hereditaments of y<sup>e</sup> s<sup>d</sup> Richard Bellingham Dec<sup>d</sup> scituate lying & being in y<sup>e</sup> s<sup>d</sup> County of Suffolk, whereof he died siezed in fee, or wherein at y<sup>e</sup> time of his death he y<sup>e</sup> s<sup>d</sup> Richard Bellingham had any estate, interest, property or demand; & to account with any person or persons whatsoever for or concerning the rents issues or profits of all or any the s<sup>d</sup> Messuage, houses, ffarmes, lands, or tenements beforementioned. Likewise for default of payment of any rent, or rents which now is, or hereafter shall become due to me as ffeoffee & Ex<sup>r</sup> afores<sup>d</sup>, to sue & prosecute for y<sup>e</sup> same to full effect, & to take & use all lawfull wayes & meanes for y<sup>e</sup> obtainment & recovery of y<sup>e</sup> s<sup>d</sup> lands, or rents thereof. And my person in the Courts of this Province to represent, and to act, transact, do, prosecute, say & accomplish all & every matter or thing lawfull, which doth any way relate to y<sup>e</sup> enforcement, & making valid & effectuall the s<sup>d</sup> will, according to the intents, purposes & true meaning of the same; and to present for that designe any memoriall, petition or Remonstrance to the Great & Generall Court or Assembly of the Province of the Massachusetts-Bay, & to implead any person or persons defending, or which shall, or may oppose the same. And also with full power to retain, imploy, & improve any Councell<sup>r</sup> at law, Advocate, or Attorney to appear in & negotiate under him y<sup>e</sup> affair & concern of y<sup>e</sup> s<sup>d</sup> will, or whatsoever doth or may relate unto the

<sup>3</sup> Chamberlain MSS., i. 89 [the original document with autograph signatures and endorsement. On the back is the further endorsement, "Watts a. Townsend January 1706."]

<sup>4</sup> [Supra, p. 189.]

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premises. And Generally to do, execute, perform, & accomplish all & every matter, cause, & thing needfull & required in y<sup>e</sup> premises, as if I my self were personally present; hereby devolving on y<sup>e</sup> s<sup>d</sup> John floyd

my full & whole power given, granted, & derived to me in & by the s<sup>d</sup> last will & testament of y<sup>e</sup> s<sup>d</sup> Richard Bellingham Deceased. And I do promise to ratify & allow of what my s<sup>d</sup> Deputy or Attorney shall lawfully do or cause to be done in y<sup>e</sup> premises by virtue hereof, as witnes my hand & Seal this twenty second day of May anno Dom: 1705.

James Allen. seal

Signed sealed & Delivered  
in presence of  
Mary Allen  
Elkanah Pembroke

Suffolk ss: Boston 1 June 1705  
Reuerent James Alen appeared before me the subscriber one of her Majesties Justices of the peace in s<sup>d</sup> County and acknowledged this Letter of attorney to be his act and deed.

Samuel Lynde

### *Watts begins the Fight in the Court of Common Pleas*

This vigorous action by Allen renewed the war. The agent of Edward and Rebecca Watts probably received instruction from London, and September 14, 1705, commenced a suit against Abigail and Jonathan Townsend for the Townsend farm, but was nonsuited for non-appearance.<sup>5</sup>

The next year, August 28, 1706, Edward and Rebecca Watts sued Elkanah Pembroke, shopkeeper, John Cotta, tailor, and William Payne, joiner, for rent of an estate not described. Payne and Cotta were subtenants of Pembroke, and he tenant of James Allen, who was called on to defend the suit. The plaintiffs recovered judgment for £38 debt, and £5 5s. costs,

<sup>5</sup> Records of the Court of Common Pleas, 1701-1706, p. 284. [The writ of attachment to answer to a plea of trespass and ejectment was dated September 14, 1705; the case was nonsuited at the October term of court. The writ is in Suff. Early Court Files, No. 6588; it will not be reproduced, as that of August 28, 1706 (*infra*, p. 559) copies it verbatim. The endorsement reads: "Boston, September y<sup>e</sup> 14th 1705. By Vertue of this Writt I have attached the Dwelling house of the withinnamed Abigail Townsend lying in Winisalmitt which was owned to be her Estate and the house of the within named Jonathan Townsend lying in Winisalmitt and have left a summons att the house. Giles Dyer Sheriff"]

and December 6th took out execution for the same which was satisfied 22 January, 1707.<sup>6</sup>

But the following suit of the same date had a different result. The writ containing important information is given in the appendix.<sup>7</sup> Allen was successful before the jury, but Edward Watts appealed to the Superior Court:<sup>8</sup>

At the Superior Court of Judicature holden at Boston on the first Tuesday in May, 1707. — Edward Watts of the Parish of St Buttolph Aldgate in the City of London in the Kingdom of England Sawyer & Rebecca his Wife Appellants agt James Allen of Boston in the County of Suffolk Clerk Appellee, from the Judgment of an Inferiour Court of Common pleas held at Boston January 7, 1706 [1707] In a plea of Tresspass & Ejectment Commenced & prosecuted by the said Edward Watts & Rebecca his Wife against Abigail Townsend & Jonathan Townsend of Winnisimmett in the Township of Boston At which s<sup>d</sup> Inferiour Court the s<sup>d</sup> James Allen was Admitted Deft in the Room & Steed of Abigail & Jonathan Townsend his Tenants, for withholding from the Plants the possession of a Certain farm or tract of Land lying at Winnisimmett According to Writ bearing date August 26, 1706. At which said Court Judgment was Rendered for the Defendt Costs of Suit.

Both Parties Appeared the Writ Judgment Reasons of Appeal & All things touching the same being fully heard the whole was Committed to the Jury who were Sworn According to Law to try the same & Returned their Verdict therein upon Oath that is to say they find for the Appellee Confirmation of the former Judgment & Cost of Courts

Its therefore Considered by the Court that the s<sup>d</sup> James Allen

\* [Two suits apparently are here confused. The writ of August 28, 1706, was a writ of trespass and ejectment; the case was nonsuited at the January term of court, 1706 [1707]; both defendant and plaintiff defaulted. By writ dated September 2, 1706, the attorney of Edward Watts sued Pemhroke on a bond for £500 given September 21, 1705, to abide by the award of certain arbitrators on the title to a house and other differences. This latter case was appealed and judgment rendered at the November term of the Superior Court in 1706, as stated in the text. The house in controversy was the mansion house of Governor Bellingham in Boston, with the shops belonging to it. See *infra*, pp. 551-558.]

<sup>7</sup> *Infra*, p. 559.

<sup>8</sup> [For the Reasons of Appeal, drawn by Paul Dudley, and the defendant's answer, by John Valentine, see *infra*, pp. 562-567.]

shall Recover of the s<sup>d</sup> Edward Watts & Rebecca his Wife Costs of Courts. 2<sup>d</sup> Jury.<sup>9</sup>

In this action for the Townsend, or Cary farm, Allen was successful. But I do not suppose that the estate was held to the uses set forth in Bellingham's will, nor can I explain how the judgment in Allen's favor was rendered nugatory. A year later, October 15, 1707, Edward and Rebecca Watts brought another action which possibly may have been for this same farm. All I can find is the following record:<sup>10</sup>

*Another Suit by Edward and Rebecca Watts vs. Allen  
in which they prevail*

At the Superior Court of Judicature at the term beginning at Boston on Tuesday, May 4, 1708.—Edward Watts of the Parish of St Buttolph Aldgate in the City of London in the Kingdom of England Sawyer & Rebecca his Wife Plaintiffs against James Allen of Boston in the County of Suffolk Clerk Deft. As p Writ dated the 15 of October 1707. This Action was entered at a Superiour Court at Boston the first Tuesday of Novemb<sup>r</sup> last past : Where the Jury found specially if the General Court had power to disanull m<sup>r</sup> Bellinghams Will We Reverse the former Judgment & find for the Plaintiffs the Land in Controversie & Cost of Courts if they Could not make Voyd his Will then We find for the Deft Costs.<sup>11</sup> Whereupon the Court Advised to this Terme

Its Considered by the Court that the s<sup>d</sup> Edward Watts & Rebecca his Wife Recover of the s<sup>d</sup> James Allen the premisses Sued for & Costs of Courts taxed at Seventeene pounds four shillings & six pence.

The original papers in this case cannot now be found, and all that we know about it is what is contained in the foregoing record, by way of recital. Unlike the preceding action against

<sup>9</sup> Records of the Superior Court of Judicature, 1700-1714, f. 208.

<sup>10</sup> *Ibid.*, 221. [This was an action by review of the judgment for the Townsend farm given above. See *infra*, pp. 568-571, the writ of attachment, and the bill of costs.]

<sup>11</sup> [This custom of leaving to the jury questions of law as well as of fact was largely responsible for the irregular character of legal decisions and their frequent reversal. Notice the verdict in *Hutchinson vs. Blake* (*supra*, p. 436), and the rules of Court in *Paige vs. Cooke* in 1686, given *infra*, appendix to chap. xxi.]

the Townsends in the Inferior Court, taken to the Superior Court on appeal, this suit originated in that court and resulted in a special verdict of the jury: If the General Court, in 1676, could annul Governor Bellingham's will, then they found for Edward and Rebecca Watts; otherwise, for Allen. The record does not disclose the farm in controversy; but the words "We Reverse the former Judgment" imply one against Edward Watts for the same estate. But as Allen was a party to the suit for the same property, and had judgment in the same court, one may ask why that was not pleaded in bar;<sup>12</sup> but it was not, and the next entry is: "May. 11. 1708. *Facias habere possessionem* Issued out," — that is, Edward and Rebecca Watts had an execution for the farm.

Sewall, one of the judges in this case, records November 7, 1707; — "Mr. James Allen stood up, and said I was a Party, and therefore ought not to be a Judge in the Cause of Gov<sup>r</sup> Bellingham's Will. I had got of that Land in a wrong way; which I resented; for no Land on this side the water is mentioned except for Life, and my Fragment on the Hill is not mention'd at all."<sup>13</sup> Sewall, May 7, 1708, says: — "Upon

<sup>12</sup> [*Supra*, note 10.]

<sup>13</sup> Sewall, *Diary*, ii. 197. Sewall's editors say: "This reference or excuse is not very plain, since Governor Bellingham's will had been set aside, as we will show; and any title from his only son would seem to be free of flaw." No marvel that they were puzzled; for they had no reason to suppose that the will had been re-opened, and that Sewall was then trying it. He had bought a part of the Bellingham estate near Pemberton Square, left to the governor's widow for life, which on her decease became the property of his son Samuel. [This land did not adjoin the mansion house of Governor Bellingham; it descended to the heir-at-law, and was not assigned to the widow. See Sewall's description of it in letters to Samuel Bellingham and Edward Hull. 6 Coll. Mass. Hist. Soc., i. 158, 159.] Sewall bought his lot of Mrs. Samuel Bellingham and her trustees. His title was in no way involved in the validity of the will. If the will was good, that estate went to the widow for life, then to the son; if bad, then to the son immediately as heir-at-law, subject to the widow's dower, extinguished by her death. But the case of the Winnisimmet estates, the title to one of which Sewall was trying, was different; for if the will was good, then when the widow, his son, and his son's daughter deceased, they went to trustees in fee. [Judge Chamberlain placed in the margin the query: "Is this good law?" Sewall was a member of the court which adjudged the Eustace farm at Winnisimmet to Mrs. Elizabeth Bellingham in April, 1697; in October of the same year she conveyed to him the land above-mentioned; in December, 1695, he had written to Samuel Bellingham offer-



the Special Verdict, between Wats and Allen, Sewall, Hathorne, Corwin for Watts; Walley for Allen."<sup>14</sup> This shows the division of the judges as to the power of the General Court in 1676 to set aside Bellingham's will.

ing to purchase it. (6 Coll. Mass. Hist. Soc., i. 158.) Allen insinuated here that Sewall's course in the earlier suit was affected by his desire to obtain this land from Mrs. Bellingham. See *supra*, pp. 482-488.

<sup>14</sup> Sewall, Diary, ii. 223.

## APPENDIX 1

## [PEMBROOKE vs. HILLER

At an Adjournment of an Inferiour Court of Common Pleas,<sup>1</sup> holden at Boston . . . on the fourth Tuesday of July 1706 . . . Elkanah Pembroke of Boston in the County of Suffolk Shopkeeper shewing forth to the Court that his Body was Attached at the suit of Joseph Hillard of Boston in the County aforesaid Tinnman al<sup>a</sup> Joseph Hillyard of said Boston Tinman as Attorney to Edward Watts of the Parish of St<sup>t</sup> Buttolphs Algate in the City of London in the Kingdom of England Sawyer and Rebecca his Wife; and there being no Action Entred thereon Its CONSIDERED BY THE COURT That the said Elkanah Pembroke shall recover against the said Joseph Hiller in his Capacity afores<sup>d</sup> his Costs occasioned in and by this suit.

HILLER, ATTORNEY, vs. PEMBROOKE

*Writ of Attachment*<sup>2</sup>

Suffolk ss. Anne by the Grace of God of England Scotland  
(Sigillum) France and Ireland Queen Defender of the Faith &  
To the Sheriff of our County of Suffolk his  
Under Sheriff or Deputy Greeting

We Command you to Attach the Goods or Estate of Elkanah Pembroke of Boston in the County of Suffolk Shopkeeper to the value of one thousand pounds in money, and for want thereof to take the body of the s<sup>d</sup> Elkanah Pembroke (if he may be found in your precinct) and him Safely keep so that you have him before our Justices of our Inferiour Court of Common Pleas next, to be holden at Boston within and for our s<sup>d</sup> County of Suffolke on the first Tuesday of October next then and there in our s<sup>d</sup> Court to answer unto Joseph Hiller of Boston afores<sup>d</sup> Tinman as Attorney to Edward Watts of the Parish of St<sup>t</sup> Buttolphs Aldgate in the City of London in the Kingdom of England Sawyer and Rebecca his Wife In a plea of Debt That he the Def<sup>t</sup> render to the

<sup>1</sup> MSS. Records, 1701-1706, p. 362.

<sup>2</sup> Suff. Early Court Files, No. 7062, Papers Nos. 4 and 5, and Fragment No. 883.

Plan<sup>t</sup> Attorney as afores<sup>d</sup> Five hundred pounds Lawful money of New England which he owes and unjustly detains For that Whereas the Def<sup>t</sup> the Twenty first day of September last past at Boston afores<sup>d</sup> did Acknowledge himself to be held and firmly bound to the Plan<sup>t</sup> in his Capacity afores<sup>d</sup> in the afores<sup>d</sup> Sum of Five hundred pounds; As in and by one Bond or Writing Obligatory under the Def<sup>t</sup>'s hand and Seal now in Court produced more fully appears, with Condition to the said Obligation underwritten that the Def<sup>t</sup> should in all things well and truly perform and fulfill the Award Judgment final End and Determination of David Jeffries and Richard Draper of Boston afores<sup>d</sup> Merchants Arbitrator<sup>s</sup> Indifferently Chosen by the Plan<sup>t</sup> and Defend<sup>t</sup> for the final Ending & Determining of Several Disputes and Controversys between them about the Title to a Certain house and Land in the possession of the Def<sup>t</sup> claimed by the s<sup>d</sup> Edward Watts and Rebecca his Wife As also about the Rents profits and issues thereof. And also Concerning Sundry Expences & Disbursem<sup>ts</sup> on the premisses, and some funeral Charges provided and laid out for Madam Bellingham dece<sup>d</sup> who Let the premisses to the Defend<sup>t</sup> provided such Award were made and given up in Writing under the Arbitrator<sup>s</sup> hands and Seals ready to be Delivered &c on or before the Twenty ninth day of September last past As in and by the s<sup>d</sup> Condition may more fully appear; Now the pl[an<sup>t</sup>] afores<sup>d</sup> In fact saith that the afores<sup>d</sup> Arbitrators Did take upon them, the barthen and Execution of the said Award, and among other things did award and order that the s<sup>d</sup> Elkanah Pembroke should pay to the s<sup>d</sup> Joseph Hiller Attorney as afores<sup>d</sup> the Sum of Thirty five pounds five Shills and tenn pence money of New England at the rate of Eight Shillings per ounce Weight on or before the Sixteenth day of December last past, and upon the Fifteenth day of June also last past, he the Def<sup>t</sup> should further pay to the Plan<sup>t</sup> the Sum of Sixteen pounds in money at the rate afores<sup>d</sup> As also that he the Def<sup>t</sup> his Under Tenants or Assigns shall quietly and peaceably Surrender yield and Deliver up unto the said Joseph Hillyard Attorney as afores<sup>d</sup> his heirs or Assigns full possession and Seizen of all and Singular the said Messuage Dwelling house Land and premisses with all Edifices Shops buildings and fences standing & being thereon without any Demolishm<sup>t</sup> (fire Excepted) as by the Award of the s<sup>d</sup> Arbitrators under their hands and Seals now also in Court produced bearing date the Twenty ninth day of September last past more fully appears; And the plan<sup>t</sup> further In fact saith that altho he hath been ready to do and perform what in his part in and by the s<sup>d</sup> Award is to be done and performed; yet He the Def<sup>t</sup> afores<sup>d</sup> hath not paid

the Several Sums of money before mentioned at the time afore mentioned unto the Plan<sup>t</sup> Attorney as afores<sup>d</sup> nor did he Deliver quiet & peaceable possession of the Messuage Land and premisses before mentioned to the Plan<sup>t</sup> Attorney as afores<sup>d</sup> according to the Determination and Award afores<sup>d</sup> whereby the s<sup>d</sup> Def<sup>t</sup> hath forfeited to the Plan<sup>t</sup> Attorney afores<sup>d</sup> the s<sup>d</sup> Sum of Five hundred pounds the penalty of the s<sup>d</sup> Bond Yet the s<sup>d</sup> Elkanah Pembrook altho often thereunto requested the said Sum of Five hundred pounds forfeited to the Plan<sup>t</sup> Attorney as afores<sup>d</sup> to pay hath denyed and doth still deny to pay the same to him To the damage of the said Joseph Hiller Attorney as afores<sup>d</sup> as he saith the Sum of Six hundred Pounds in money, which Shall then and there be made to Appear with other due damages, and have you there this Wri[t] with your doings therein,

Witness Elisha Hutchinson Esq<sup>r</sup> at Boston this Second day of September in the Fifth year of our Reign Annoq. Domini 1706

Addington Davenport Cler.

Suffolk ss.

The Award is no Award  
in Law. Jn<sup>o</sup> Valentine.

Suffolk ss.

Boston Sept<sup>r</sup> the 5<sup>th</sup> 1706.

By Virtue of this Writ I have Attached the Body of the within named Elkanah Pembrook and have taken Bond to the value of one thousand pounds in money.

Giles Dyer Sheriff.<sup>a</sup>

#### *Judgment in the Inferior Court <sup>a</sup>*

At an Inferiour Court of Common Pleas begun and held at Boston for and within the County of Suffolk, on the first Tuesday of October being the first day of s<sup>d</sup> Month Anno<sup>q</sup> Domini 1706 . . .

Hiller	Joseph Hiller of Boston in the County of Suffolk
Attorney &c	Tinman as Attorney to Edward Watts of the Parish of St <sup>t</sup> Buttolph Aldgate in the City of London in
¶	the Kingdom of England Sawyer and Rebecca his
Pembrooke	Wife Pl <sup>t</sup> & Elkanah Pembrooke of Boston afores <sup>d</sup>

Shopkeeper Def<sup>t</sup> In a plea of Debt [repeats verbatim the above writ] . . . To the damage of the s<sup>d</sup> Joseph Hiller Attorney as

<sup>a</sup> Endorsement on the back of Paper No. 5, cited above: "A true Copy of the Original Writ and Service thereof, and the Def<sup>t</sup>s plea. Exam<sup>d</sup> per Addington Davenport Cler."

<sup>b</sup> MSS. Records of Suff. County Court of Common Pleas, 1701-1706, pp. 377, 378. A copy of this judgment is in Suff. Early Court Files, No. 7062, Paper 3.

afores<sup>d</sup> as he saith the sum of six hundred pounds in money; The Def<sup>t</sup> appeared by John Valentine his Attorney & pleaded the award is no award in Law; Upon which issue being joined the Case after a full hearing was committed to the Jury who were sworn according to Law to try the same & returned their Verdict therein upon Oath THAT IS TO SAY They find for the Plan<sup>t</sup> five hundred pounds money being the forfeiture of the Bond sued on and Costs of suit. ITS THEREFORE CONSIDERED BY THE COURT That the s<sup>d</sup> Joseph Hiller Attorney as afores<sup>d</sup> shall recover against the s<sup>d</sup> Elkanah Pembroke the sum of Thirty five pounds money (being the Chauncery of the s<sup>d</sup> Bond unto its just Debt and damages) and Costs of suit; The Plan<sup>t</sup> & Def<sup>t</sup> both appealed from this Judgment unto the next Superio<sup>r</sup> Court of Judicature to be holden for this County, and both entred into Recognizance with suretys for prosecuting their respective appeals with Effect — 2<sup>d</sup> Jury/—

# HILLER, APPELLANT, vs. PEMBROOKE

## *Answer to the Reasons of Appeal \**

Elkanah Pembroke	}	The s <sup>d</sup> Pembroke answers to the Appel <sup>ts</sup> reasons of appeal as foll <sup>th</sup>
ag <sup>t</sup>		
Joseph Hillard		

That the Judgm<sup>t</sup> is Certainly wrong & ought to be reversed For That, as the s<sup>d</sup> Pembroke pleaded, there is no Award in Law

for 1<sup>st</sup> The Arbitrators have mistaken y<sup>e</sup> matters in difference, for they have not determin'd Concerning the Tytle of the Land w<sup>ch</sup> was Submitted to y<sup>rs</sup>

2 The Award ord<sup>rs</sup> the Delivery of the possession of a hous & land by Strangers that are no parties to the submission To witt That M<sup>r</sup> Payne &c — shall &c —

3 The Award is void for the uncertainty all that is awarded Hillard shall do to Pembroke is That vpon paying y<sup>e</sup> mony and giving possession, he shall give sufficient Bond &c.

And 1<sup>st</sup> Its uncertaine w<sup>t</sup> the Security shall be, Whether reall or Personall

2 Now what sum<sup>m</sup>, y<sup>e</sup> security shall be in, Who shall judge Not the Arbitrators, for their power was at an end, when they made their Award, & none Else can judge, who were not submitted to. See Cooks Reports Sammons Case — with other Bookes of Law are expres in point

\* Suff. Early Court Files, No. 7062, Paper No. 2.

3 The Award is all on one side No Quid Pro Quo Pembroke must do all, pay money & deliver possession, & Hillier do nothing

4. The Award ought to be final of all differences, w<sup>ch</sup> it is not, but has laid a foundation for further trouble for that notwithstanding the Tytle was submitted, yet, Hiller or Watts has bröt an accön for it

All w<sup>ch</sup> makes the Award void to all intents, & if it were a good Award, there can be no doubt the Bond ought to be Chancer'd

Jn<sup>o</sup> Valentine

[for] apl<sup>se</sup>

*Judgment in the Superior Court \**

At Her Majestys Superiour Court of Judicature Court of Assize and General Goal Delivery Begun & held at Boston . . . on Tuesday November the fifth Anno<sup>o</sup> Dom<sup>i</sup> 1706. . . .

Hiller Joseph Hiller of Boston in the County of Suffolk  
v Tinman as Attorney to Edward Watts of the Parish  
Pembroke of S<sup>t</sup> Buttolph Aldgate in the City of London in  
the Kingdom of England Sawyer & Rebecea his Wife  
Appell<sup>t</sup> against Elkanah Pembroke of Boston afores<sup>d</sup> Shopkeeper  
Appellee from the Judgment of an Inferiour Court of Common  
pleas held at Boston the first of october 1706. In a plea of Debt  
for that the Deft Render to the Plant<sup>t</sup> Attorney as afores<sup>d</sup> five  
hundred pounds which he Justly ows & detains for on the 21<sup>st</sup> of  
September 1705 at Boston afores<sup>d</sup> he did Acknowledge himself to  
be firmly bound unto the Plt in his Capacity afores<sup>d</sup> in the afores<sup>d</sup>  
Sum of five hundred pounds as by one bond under the Defts hand  
now in Court produced more fully Appears with Condition under  
Written that the Deft in all things should perform & full fill the  
Award Judgment and determination of David Jeffries & Richard  
Draper as in & by the Writ or Process is at large Set forth Which  
he the Deft hath not done Whereby the s<sup>d</sup> Sum of five hundred  
pounds is forfeited as afores<sup>d</sup> And yet the said Pembroke tho  
often Requested Refuses to pay the same to the damage of the s<sup>d</sup>  
Hiller Attorney as afores<sup>d</sup> as he saith the Sum of Six hundred  
pounds Money. At which s<sup>d</sup> Court Judgment was Rendered  
for the Plant the Sum of Thirty five pounds Money being the  
Chancery of the s<sup>d</sup> Bond unto Jts Just Debt & damage and  
Costs of Suit. Both Parties now Appeared the Writ Judgment  
Reasons of Appeal and all things being discussed Jts Considered by  
the Court that the s<sup>d</sup> Joseph Hiller Attorney as afores<sup>d</sup> shall Recover  
of the s<sup>d</sup> Elkanah Pembroke the Sum of Thirty Eight pounds

\* MSS. Records, 1700-1714, ff. 192, 193.



November Last Recover'd Judgment against Elkanah Pembrook of Boston afores<sup>d</sup> Shopkeeper for the Sum of — Pounds — Shillings and — Pence — and Two Pounds Eleven Shillings and Four Pence Costs of Suit, as to Us appears of Record; whereof Execution remains to be done. We Command you therefore, That of the Goods, Chattels or Lands of the said Elkanah Pembrook within your Precinct, you cause to be paid and satisfy'd unto the said Joseph Hiller Attorney as afores<sup>d</sup> at the value thereof in Money, the aforesaid Sums, being Two Pounds, Eleven Shillings and Four Pence in the whole, with Two Shillings more for this Writ, and thereof also to satisfy your self for your own Fees. And for want of Goods, Chattels or Lands of the said Elkanah Pembrook to be by him shewn unto you, or found within your Precinct, to the acceptance of the said Joseph Hiller Attorney as afores<sup>d</sup> to satisfy the Sums aforesaid. We Command you to take the Body of the said Elkanah Pembrook and him Commit unto Our Goal in Boston in Our County of Suffolk aforesaid, and detain in your Custody within Our said Goal, until he pay the full Sums above mentioned, with your Fees, or that he be discharged by the said Joseph Hiller Attorney as afores<sup>d</sup> the Creditor, or otherwise by Order of Law. Hereof fail not, and make return of this Writ with your doing therein into Our said Superiour Court of Judicature, to be holden at Boston within Our County of Suffolk aforesaid, upon the first Tuesday of May next Witness Samuel Scwall Esq At Boston the Sixth day of December In the Fifth Year of Our Reign. Annoque Domini, 1706

Elisha Cooke Cler:

Suffolk ss:

Boston January y<sup>e</sup> 22<sup>nd</sup> 1706/7

By Vertue of this Execution I have Levyed it upon the Estate of the within named Elkanah Pembrook and have Satisfyed the Creditor as per receipt.

Giles Dyer Sheriff

Boston January y<sup>e</sup> 22<sup>nd</sup> 1706/7

Rec<sup>d</sup> of Giles Dyer Sheriff the full Satisfaction of this Execution.

Per Joseph Hiller <sup>11</sup>

#### WATTS vs. PEMBROOKE ET AL.

##### *Extract from the Records of the Inferior Court <sup>12</sup>*

At an Inferiour Court of Common Pleas begun and held at Boston January 7, 1706 [1707] Edward Watts of the Parish of

<sup>11</sup> Endorsed: Hiller vs. Pembrook, 1706/7.

<sup>12</sup> MSS. Records, 1706-1710, pp. 1, 2.



S<sup>t</sup> Buttolphs Aldgate in the City of London in the Kingdom of England Sawyer and Rebecca his Wife Plan<sup>ts</sup> versus Elkanah Pembroke of Boston in the County of Suffolk Shopkeeper John Cotta of Boston afores<sup>d</sup>, Taylor, and William Payne of the same Boston joyner Def<sup>ts</sup> in a plea of Tresspass and Ejectment, As in the Writ bearing date August the 28<sup>th</sup> 1706, is at large set forth; This plea or Action was commenced at the Inferiour Court in Octob<sup>r</sup> last past, the said Elkanah Pembroke being then admitted Def<sup>t</sup> for the whole upon his Alledging that the aforementioned Cotta and Payn are his Under Tenants; And the said Elkanah Pembroke then pleaded that he is a Tenant, and holds under M<sup>r</sup> James Allen Clerk, and prayed he might be vouched; Whereupon the plea was continued unto this Court, And the plan<sup>ts</sup> now making Default in Appearance are Nonsuit, the Def<sup>t</sup> also made Default.<sup>13</sup>]

<sup>13</sup> The following appears among the Chamberlain MSS. (vol. i. p. 99): "Mr Elkanah Pembroke, Sr I Recd yours of the 3<sup>d</sup> of March 1706: and am Sorry you did not Advise with your old friend before you shut vp your Shop: how Euer, J am Still Ready To Serue in what is Just and Reasonable therefore Let me Know the persons J shall waight vpon and J will giue you their Answer as Soone as Possible: Your Loueing friend Tho: Banister Boston March 3: 1706:" (1707?).

## APPENDIX 2

WATTS ET UX vs. TOWNSENDS<sup>1</sup>*Writ of Attachment*<sup>2</sup>

Suffolk ss. ANNE by the Grace of GOD, of *England, Scotland, France, and Ireland*, QUEEN, Defender of the Faith, &c.

To the Sheriff of Our County of Suffolke, his Under Sheriff or Deputy, *Greeting.*

Seal

We Command you to Attach the Goods or Estate of Abigail Townsend Relict Widow of Samuel Townsend late of Winnissimet within the Township of Boston in the County of Suffolke Yeoman, and Jonathan Townsend of Winnissimet afores<sup>d</sup> Husbandman to the Value of one thousand pounds and for want thereof to take the Bodys of the said Abigail Townsend and Jonathan Townsend (if they may be found in your Precinct) and them safely keep, so that you have them before Our Justices, of Our Inferiour Court of Common Pleas next, to be Holden at *Boston*, within and for Our said County of *Suffolk*, on the First *Tuesday* of October next then and there in Our said Court to Answer unto Edward Watts of the Parish of St Buttolph Aldgate in the City of London in the Kingdom of England Sawyer & Rebecca his Wife In a plea of Tress-

<sup>1</sup> [In Suff. Early Court Files, No. 6949, are the following papers, used apparently in this case on the appeal, or in the action by review. Two copies of the power of attorney from James Allen to John Floyd (*supra*, p. 545), the one attested by Addington Davenport, clerk of the Inferior Court of Common Pleas, the other a copy of Davenport's copy, attested by Elisha Cooke, clerk of the Superior Court. A copy of the letter missive of the King. (*Supra*, p. 444.) Extracts from the records of the Council, November 6, 7, and 9, 1706. (*Supra*, p. 538.) Two copies of a letter from Miss Elizabeth Bellingham, both attested by Elisha Cooke, Clerk. (*Infra*, p. 581.) A copy of Edward Watts' answer, drawn by Paul Dudley in 1705, to James Allen's petition to the General Court (*supra*, p. 532); a copy attested by Elisha Cooke, Clerk, of a copy attested by Isaac Addington, Secretary. In Suff. Early Court Files, No. 7402, is a copy of the Decree in Chancery (*supra*, p. 513) attested by Elisha Cooke, Clerk.]

<sup>2</sup> Chamberlain MSS., i. 91; [the original writ with official endorsements. A printed form was used. A copy is filed in Suff. Early Court Files, No. 7402].

pass and Ejectment for that the Deft<sup>s</sup> have illegally entred into & do withhold from the pl<sup>t</sup>s the possession of a Certain farm or Tract of Land Scituate lying & being at Winnissimmet in the Township of Boston aforesaid Consisting of Upland and Marsh Containing by Estimation Three hundred Acres or thereabouts, being bounded Westerly by the Land of John Center called Centers farm, Southerly by a Creek and by the Land of the Widow Eustice; Easterly by the River, Northerly partly by a Creek & partly by the Land of Ireland Together with the Several buildings houses Edifices & fences standing and being thereupon As also all the priviledges and appurtenances thereunto belonging or in any wise appertaining. Which said Land [the Cary farm] housing & premisses was heretofore the Estate and Inheritance of Samuel Bellingham late of the parish of St Anns Westminster in the County of Middlesex in the Kingdom of England Esq<sup>r</sup> deceased, who in his Lifetime Viz<sup>t</sup> on the Sixteenth day of April 1695 in Consideration of a Marriage then intended to be had between the s<sup>d</sup> Samuel Bellingham and Elizabeth Savage then of the parish of St Anns afores<sup>d</sup> Widow, by an Indenture or Deed of feoffment under the hand and Seal of the s<sup>d</sup> Bellingham (now in Court ready to be produced) Did grant convey and make over (amongst other part of his Estate) the Land Messuage and housing aboves<sup>d</sup> with all his right Title Estate or interest Reversion or Reversions remainder or remainders in & unto the same, unto Edward Hull and John Shelton Citizens of London afores<sup>d</sup> In Trust and for the use of the said Samuel Bellingham and Elizabeth Savage during their Natural Lives in case the s<sup>d</sup> Marriage took Effect & from & after the death of the s<sup>d</sup> Samuel Bellingham to the only proper use and Trust of the said Elizabeth Savage & to such uses as the s<sup>d</sup> Elizabeth Savage by any Writing or Writings or by her Last Will & Testament in Writing should nominate and Direct, & in Case of no such writing or Last Will & Testam<sup>t</sup> of the s<sup>d</sup> Elizabeth Savage then for the only proper use and Trust of the right heirs of the s<sup>d</sup> Elizabeth Now the pl<sup>t</sup>s In fact say that the s<sup>d</sup> Samuel Bellingham did afterwards intermarry with the s<sup>d</sup> Elizabeth Savage, and is since dece<sup>d</sup>, and the afores<sup>d</sup> Elizabeth is also dece<sup>d</sup> without issue or Brother and without having Conveyed away disposed of or Directed her use interest and Trust afores<sup>d</sup> according to the Jntent or meaning of the Deed of Feoffment afores<sup>d</sup> Whereby the Estate use and interest of the afores<sup>d</sup> Elizabeth after her decease Did Descend to the afores<sup>d</sup> Rebecca Watts, as being the only Sister & next heir of the s<sup>d</sup> Elizabeth, and accordingly the afores<sup>d</sup> Edward Hull and John Shelton Trustees as afores<sup>d</sup> by an Indenture under the hands and Seals of them

the s<sup>d</sup> Edward Hull & John Shelton now in Court ready to be produced bearing date the fifth day of September 1702 for Divers good causes and Considerations therein mentioned, Did grant bargain Enfeoff release Convey and Confirm unto the s<sup>d</sup> Edward Watts and Rebecca his s<sup>d</sup> Wife Pl<sup>ts</sup> as afores<sup>d</sup> the s<sup>d</sup> Land housing and premisses, and all their Estate right Title use and Trust to and in the same to and for the use of the said Edward Watts and Rebecca Watts and her heirs and assigns forever as in and by the said Deed and Deeds relation thereunto being had more fully and at large it doth and may appear; Nevertheless they the Def<sup>ts</sup> afores<sup>d</sup> altho often thereunto requested viz<sup>t</sup> at Boston aforesaid by the plaintiff aforesaid the possession of the said flarm or Tract of Land Messuage housing and premisses aforesaid to the plant<sup>ts</sup> aforesaid to Deliver have hitherto neglected and refused, and do still neglect and refuse to Deliver the same to them

To the Damage of the said Edward Watts and Rebecca his Wife as they say the Sum of One thousand pounds Which shall then and there be made to Appear, with other due Damages: And have you there this Writt with your Doings therein. Witness Elisha Hutchinson Esqr. At Boston, this Twenty eighth Day of August In the fifth Year of Our Reign. *Annoque Domini 1706*

Addington Davenport Cler

The Def<sup>ts</sup> plead they are only Ten<sup>ts</sup>

vnd<sup>r</sup> James Allen Clerk, who they

desire may be vouch'd Jn<sup>o</sup> Valentin

[Endorsed on the back of the writ]:—

The s<sup>d</sup> James Allen Clerke pleads

not guilty John Floyd:

The Def<sup>t</sup> allows the p<sup>l<sup>ts</sup></sup> Title  
as set forth in the Writ.

Att<sup>ts</sup> Ad: Davenport Cler

Suffolk ss:

Boston August 29<sup>th</sup> 1706

By Vertue of this Writt J have attached the body of the within named Abigail Townsend and have taken bond of her to the Value of one Thousand pounds in money by the p<sup>l<sup>ts</sup></sup> order and have likewise Attached one Table & one Warming pann in the house of the within named Johnathan Townsend and have left a Summons at said house

Giles Dyer Sheriff \*

\* [Endorsed on back when folded: "Watts et ux v. Townsends. October 1706."]

[*Judgment in the Inferior Court* <sup>4</sup>

At an Inferiour Court of Common Pleas begun at Boston January 7, 1706 [1707] " Edward Watts of the Parish of St Buttolph Aldgate in the City of London in the Kingdom of Watta et ux England Sawyer and Rebecca his Wife Plaint<sup>s</sup> v Abigail Townsend Relict Widow of Samuel Townsend &c. send late of Winnissimmet within the Township of Boston in the County of Suffolk Yeoman, and Jonathan Townsend of Winnissimmet afores<sup>d</sup> Husbandman Defend<sup>s</sup> In a plea of Trespass and Ejectment . . . [recites verbatim the above writ] . . . To the damage of the said Edward Watts and Rebecca his Wife as they say the sum of One thousand pounds. This plea was commenced at the Inferiour Court in October last past, the above-named Abigail Townsend and Jonathan Townsend then appearing by John Valentine their Attorney pleaded they were only Tenants under James Allen Clerk whom they Desire may be vouched, and the said James Allen now appearing by his Attorney pleads not Guilty; Upon which issue being joined the case after a full hearing was committed to the Jury who were sworn according to Law to try the same & returned their Verdict therein upon Oath That is to say They find for the Def<sup>t</sup> Costs of suit IT'S THEREFORE CONSIDERED BY THE COURT That the said James Allen shall recover against the said Edward Watts and Rebecca his Wife Costs of Suit; The Plaint<sup>s</sup> appealed from this Judgment unto the next Superiour Court of Judicature to be holden for this County and entred into Recognizance with Suretys as the Law directs for prosecuting of their said Appeal with Effect. 1<sup>st</sup> Jury/ ~ "

*Reasons of Appeal of Edward and Rebecca Watts* <sup>5</sup>

Suffolk ss. To the Hono<sup>ble</sup> Her Maj<sup>ties</sup> Superiour Court of Judicature holden at Boston for the County of Suffolke on the first Tuesday in May 1707—

Edward Watts & Rebecca his Wife Appell <sup>ts</sup> James Allen Def <sup>t</sup>	}	The App <sup>l<sup>ts</sup></sup> Reasons of Appeal from a Judgment given against them at her Maj <sup>ties</sup> Inferiour Court of Common Pleas holden at Boston for s <sup>d</sup> County on the First Tuesday of January last past, when and where the App <sup>l<sup>ts</sup></sup> were Plaint <sup>s</sup> & Abigail Townsend & Jonathan Townsend Def <sup>ts</sup> and
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<sup>4</sup> MSS. Records, 1706-1710, pp. 2, 3. A certified copy is filed in Suff. Early Court Files, No. 7402.

<sup>5</sup> Suff. Early Court Files, No. 7402; copy certified by the clerk of the Superior Court.

afterwards by Rule of Court, the said James Allen was Admitted Def<sup>t</sup> in their Room

The Action was an Action of Treasspass and Ejectm<sup>t</sup> for Recovering the possession of a Certain ffarm at Winnissimut within the Township of Boston as p Writ will more at large appear To w<sup>ch</sup> the s<sup>d</sup> James Allen pleaded not Guilty, and so the cause went to the Jury who found for the s<sup>d</sup> James Allen Costs of Court, & Judgm<sup>t</sup> accordingly, from which Judgment the App<sup>l</sup><sup>ts</sup> Appealed for the following Reasons to this Hono<sup>ble</sup> Court.

1. For that the App<sup>l</sup><sup>ts</sup> Right and Title to the ffarm in Controversy as set forth in the Writ was own'd & agreed to by the Def<sup>t</sup> & if there be any Doubt of that the App<sup>l</sup><sup>ts</sup> can fully prove it in every particular.

2. The Def<sup>t</sup> never proved produced or indeed pretended any Right at all to the ffarm in Controversy but Insisted only and wholly on it that the Appell<sup>ts</sup> could not pretend to Derive a Title as heir at Law to Richard Bellingham Esq<sup>r</sup> dece<sup>d</sup> ffor that the s<sup>d</sup> Bellingham left a Last Will & Testam<sup>t</sup> in which he has Disposed of his Estate from his heir at Law to other uses to which your App<sup>l</sup><sup>ts</sup> then made & now again make Answer as followeth Viz<sup>t</sup> That true it is the Lands in Controversy were Originally the Estate and Inheritance of Richard Bellingham Esq<sup>r</sup> dece<sup>d</sup> & who dyed Seized thereof, & that the said Bellingham left an Instrum<sup>t</sup> in Writing behind him Called his Last Will and Testament wherein he doth order his Estate in Winnissimut to be Disposed of in & to such & such uses, But then y<sup>e</sup> App<sup>l</sup><sup>ts</sup> hope this Hon<sup>ble</sup> Court will Consider

1<sup>st</sup> That were that Will now in force yet the Estate in Law in those Lands Continue still in the heir, for that tho the profits of them are behoved and Devised to such and such Uses, Yet the Lands themselves are not Devised to any one thorowout that whole Will as it is called, & the ffcoffees in Trust make the most of it have only an Action against the heir or Tenant for the profits.

2. The General Court of this Province in the year 1676 after long & due Consideration of this pretended Will of Gov<sup>r</sup> Bellingham did adjudge it to be Illegal null & void in Law as will appear by their act or order, & your App<sup>l</sup><sup>ts</sup> hope this Hon<sup>ble</sup> Court will Consider how Illegal and Dangerous it will be for the Inferiour Courts or a Jury of twelve Men to Overthrow a matter so maturely settled and Determined in the Day of it, by the General Court of this Countrey now above Thirty yeares since, where there hath been many purchases & Conveyances of that Estate Pursuant to the order of the General Court.

3. The Deft<sup>e</sup> can pretend to no Trust in the said Estate till after the Death of y<sup>e</sup> Grand Daughter of Governour Bellingham by the very words of the Instrum<sup>t</sup> it Self, now she is yet Living

4. The Appl<sup>ts</sup> & those under whom they claim Enjoyed this farm thro the years of possession Viz<sup>t</sup> from 1692 to 1704 & Reced the Rents & profits thereof & by the Law of this province that is not only a Confirmation but a Title of it Self —

All which matters and things being Considered by this Hono<sup>ble</sup> Court, your Appl<sup>ts</sup> Doubt not but they shall obtain Reversion of the former Judgment possession of the farm in Controversy & Costs of Courts.

Boston Apl. 21<sup>st</sup> 1707

A true Copy  
Exam<sup>d</sup>

P. Dudley pro Appell<sup>tibus</sup>

P Addington Davenport Cler

A true Copy of the Original  
on file Exam<sup>d</sup> p Elisha Cooke Clr.<sup>a</sup>

*James Allen's Answer to the Reasons of Appeal \**

Suffolk ss. To the hon<sup>ble</sup> her Ma<sup>ty</sup> Justices of the Superiour Court of Judicature to be holden at Boston for the County of Suffolk the first Tuesday in May 1707.

Watts & his wife Ap<sup>lts</sup> } The Deft<sup>e</sup> answers to the appel<sup>ts</sup> Rea-  
ag<sup>t</sup> } sons of Appeal from the Judgm<sup>t</sup> of an  
James Allen Def<sup>te</sup> } Inferiour Court of Co<sup>m</sup>on pleas held at  
Boston for the said C[oun]ty the first Tuesday of Jan<sup>ry</sup> last  
Past when & where the Ap<sup>lts</sup> were Pl<sup>ts</sup> [Abi]gail and Jonathan  
Townsend Def<sup>ts</sup>, & afterwards by a Rule of [Court] the said  
James Allen was in their room admitted in an acc<sup>on</sup> of trespas &  
Ejectm<sup>t</sup> for a Farme at Winisimitt as per writt at large appears,  
the plea and judgm<sup>t</sup> were such as the Appel<sup>t</sup> has set forth, and  
the Judgm<sup>t</sup> is right & ought to be Confirmed

In the first reason the Appl<sup>ts</sup> have assumed, and Conclude vpon it, as the Apel<sup>ts</sup> tytle was owned by the Deft at the Infer<sup>r</sup> Court, when only to save the Courts time the Deft having inspected the Deeds Conveyances &c. [Deft.] might owne they were well executed, but that was farr from owning a good tytle in y<sup>e</sup> Apel<sup>ts</sup> &

\* Endorsed: "Watts v. Allen. Reasons of Appeal Recd into the Office April 21<sup>st</sup> 1707. P<sup>r</sup> Ad: Davenport Cler."

<sup>1</sup> Suff. Early Court Files, No. 7402. Paper No. 6.

had it been so 'tis not to be doubted the Jury would have sav'd 'em the trouble of this Appeal.

2 the Appell<sup>ts</sup> second Reason is very ill founded, or has rather no foundation at all For certaine it is, that the Feoffees in trust w<sup>ch</sup> now (survives to this Def<sup>t</sup>) were well vested [in] the Estate by virtue of Gov<sup>r</sup> Bellinghams Will immediatly after his death, & it can never be devised (contrary to the Rules laid downe by y<sup>e</sup> Appel<sup>ts</sup>) but a Devise of the issues & profitts of lands is a Devise of the land it selfe so 'twas adjudged in Cooks reports betwixt parker & Palmer where 'tis said to have the issues & profitts, & to have the land is all one; & so say all our Books of Law, but the Def<sup>t</sup> need not to insist on that, or any other tytle but his bare possession, w<sup>ch</sup> alone is a better tytle than y<sup>e</sup> apel<sup>ts</sup> have yet discovered or pretended to, according to that ancient rule in Law, Melior est conditio possidentis quam p[eten]tis & if they would recover they must do it of their own strength, not by any weaknes they wou'd seem to discover in the Def<sup>ts</sup> tytle, for they having no right cannot suffer wrong by the Def<sup>ts</sup> possion w<sup>ch</sup> is always favour'd in Law as an argum<sup>t</sup> of right of it selfe & So the Def<sup>t</sup> Coneludes that the heir at law neith<sup>r</sup> had, nor any deriving from him have or can have the Estate in Law in the lands in Controversy

1<sup>st</sup> But the Appel<sup>ts</sup> vnwilling to rely vpon the weakness of this argum<sup>t</sup> have insisted that Govern<sup>r</sup> Bellinghams Will at a Gen<sup>l</sup> Court of this Province in (76) was adjudged null & void, & so they Conclude & depend vpon it that the same is without Effect, To w<sup>ch</sup> 'tis under favour answer'd & with all imaginable deference & submission to Gen<sup>l</sup> Courts That the matter in dispute about the validity of the s<sup>d</sup> Will was wholly out of the Cognizance and Jurisdicōn of that Gen<sup>l</sup> Court, then Especially called, For it was at a time when the Province was und<sup>r</sup> the old charter Governm<sup>t</sup>, and that s<sup>d</sup> Charter do's [it's] true Give the Govern<sup>r</sup> & assistants a Legislative power to make Laws [&c] and invests them with an authority to settle the Magistracy of the plantation & to Elect & appoint all Sorts of officers Superiour & Inferiour & to sett forth the powers and limits; but no where inables the General Assembly, to Erect themself's in a Court of Judicatre, as they did

2 That the General Court, Invested with the powers before recie'd Did by virtue of the s<sup>d</sup> Charter Erect Courts of Judicature, Constitute & make Judges Magistrates & Officers of the Law, within the Province with whom was lodged, & to whom was Comitted [the] Executive part of the Law; And the Def<sup>t</sup> do's averr, & can read[ily] make appar that the s<sup>d</sup> Will of Gov<sup>r</sup> Bellingham, was bonā fide prov'd allow'd and recorded before the Magistrates that then had the proper Jurisdicōn and who were rightfully



Chosen & Qualified by the Generall Court to these & Such like ends & purposes, & so was a will as well prov'd to all intents & purposes as could be, or the Law did require

3 It must needs therefore follow that the Act & judgm<sup>t</sup> of the Generall C[ourt] respecting the Said will was ipso facto void as being C[oram] non judice & therefore ought not in the least to prejudice [or] obstruct the Deft in the faithfull discharge of the trust reposed in & by the said Will, and therefore it will neither be Illegal or dangerous for the Courts of Common Law (as the Apell<sup>t</sup> seems to apprehend) to reduce this Will to [its?] place, but on the other hand it will be very danger[ous] & of ill Consequence, If this matter should not be settl[ed] and regulated according to Law, w<sup>ch</sup> with humble submission is in the power of this honb<sup>l</sup> Court. For 1<sup>st</sup> It is both the Law of God & man that a man's will should be observ'd & fulfilled. The Maxim is *Ultima Voluntas Testatoris perimplenda est secundum veram Intentionem*

2 The Govern<sup>t</sup> & acts of this Province by the Generall Court, are to agree with, and are Circumscrib'd by the powers & authorities granted by the Charter and these things w<sup>ch</sup> doubted of may properly be bro<sup>t</sup> in judgm<sup>t</sup> and are no where so properly disputable as in the Courts of Common Law.

3 That the Courts of Common Law are obliged to Judge & determine of Such matters when they come judicially before them, according to Law.

4 The Courts of Common Law in England, (the parlam<sup>t</sup> there having a farr greater power & authority in all things then ever was granted by a Charter to the plantations) have frequently Judged, of the affairs of the parlam<sup>t</sup> as what was or was not a good session of parliam<sup>t</sup>: and what was or was not an Act of parliam<sup>t</sup>, and the Judges have declared it was their Office & duty so to do, w<sup>ch</sup> such matters came before y<sup>m</sup> w<sup>ch</sup> the Deft<sup>s</sup> Councell are ready to argue from y<sup>e</sup> authorities in the Law.

5 [ ] Jurisdiction of the Gen<sup>l</sup> Court was not only Incompetent [but] what they then did had it been *Coram judice* can never operate to destroy & make null the said Will, Because the Act of Assembly rely'd on by the Appel<sup>ts</sup>, wants those Enacting Clauses which are absolutely necessary to the making of a good Act in Law w<sup>ch</sup> the Deft<sup>s</sup> is ready to shew forth to the Court

To the 3<sup>d</sup> reason it is answer'd the [GrandD]aughter neither hath, nor can pretend to any interest [or ri]ght to the lands in Controversy, the said Will having particularly devis'd y<sup>m</sup> to other vses, & if she really has a right, the apell<sup>t</sup> has given up the Caus. for by saying so, he excludes his owne pretence; & then must allow that the Deft<sup>s</sup> possession (as before was hinted) is better than the apell<sup>ts</sup> Tyle

4. Reason 'Tis preposterous That the Appel<sup>ts</sup> should pretend to the right & possession of the Lands in Controversy, & yet sue themselves out, for the sake of a Tytle, but the Contrary is most plain, our very Tennants in whose room the Appelle is def<sup>t</sup>, were the persons orriginally sued in this action, who without the Apel<sup>ts</sup> hint will be mindfull to Confirme their Tytle (if need be) by pleading the Law of possession, but w<sup>th</sup> no other designe, but to Execute the pious vses men<sup>d</sup>ond & declared in the s<sup>d</sup> Will

The Appel<sup>t</sup> in his Reasons setts forth, there has bin several Conveyances pass'd of the lands since the s<sup>d</sup> Will was frown'd vpon, the Apell<sup>ee</sup> Answers, there was nev<sup>r</sup> any Conveyance of this land in Controversy, & if there had, the Rule is Caveat Emptor, & no doubt the purchaser wou'd observe this Rule, & gett good Warrantys & Covenants from y<sup>e</sup> Grantor, especially bec<sup>a</sup> the Tytle must be precarious

All w<sup>ch</sup> with w<sup>t</sup> will be furth<sup>r</sup> argued is humbly submitted to this hon<sup>ble</sup> Court, not doubting yo<sup>r</sup> hon<sup>rs</sup> & y<sup>e</sup> Jury will Confirme the former Judgm<sup>t</sup> & allow full Costs to the Def<sup>t</sup>

Jn<sup>o</sup> Valentine Attor<sup>y</sup>  
for The Appellee.\*

#### THE BILL OF COSTS \*

Suffolk ss. At an Inf<sup>r</sup> Court in Oct<sup>r</sup> 1706.

Watts & ux	for Copy writt . . . . .	0	2	—
v	attendance of two defts 2 days . . . . .	0	8	—
Abigail & Jonatha	Attorneys fee . . . . .	0	10	—
Townsend				
pd for admittance of Mr Allen in ye room of ye Town-				
sends . . . . .		0	1	—
pd for the Contifi . . . . .		0	1	—
Copies of papers in ye tryall . . . . .		0	4	—
Attending ye Court in Jan <sup>y</sup> two dayes . . . . .		0	3	—
for Copy of the reasons of appeal . . . . .		0	3	—
Exam <sup>s</sup> & taxing &c . . . . .		0	3	2
May Superiour Court 1707 . . . . .		£	1	15 : 2
Exam <sup>d</sup> per Ad: Davenport Cler				
Same	for attending ye Court 2 dayes . . . . .	—	3	—
v	Attorneys Fee . . . . .	0	12	—
Allen Clarke				
for divers Records papers &c. for the tryal . . . . .		1	2	—
filing papers exam'g . . . . .		0	4	0
& taxing . . . . .		0	1	0
		3	19	0
		3	17	0

Exam<sup>d</sup> per Ellisha Cooke Cler :

\* Endorsed: " [ ] Allens Ansr<sup>s</sup> To ye Reasons of Appeal."

\* Suff. Early Court Files, No. 7402. Paper No. 8. There are two copies; the second attested as well as examined by Elisha Cooke.

## WATTS vs. ALLEN — ACTION BY REVIEW

*Writ of Attachment*<sup>10</sup>

Anne by the Grace of God of England Scotland France and Ireland Queen Defender of the Faith &c.

Suffolk ss. To the Sheriff of our County of Suffolk his Under (Seal) Sheriff or Deputy Greeting

Wee Command you to Attach the goods or Estate of James Allen of Boston within our County of Suffolk Clerk, otherwise Called James Allen Clerk, to the value of one Thousand pounds & for want thereof to take the Body of the said James Allen (if he may be found in your precinct) and him Safely keep so that you have him before our Justices of our Superiour Court of Judicature next to be holden at Boston within & for our said County of Suffolk on the first Tuesday of November next, then & there in our said Court to Answer unto Edward Watts of the Parish of St Buttolph Aldgate in the City of London in the Kingdom of England Sawyer and Rebecca his Wife: In a plea of Review of a plea of Tresspass & Ejectment Commenced by the said Edward Watts and Rebecca his Wife Plaintiffs against Abigail Townsend Relict Widow of Samuel Townsend late of Winnisimmett within the Township of Boston in the County of Suffolk yeoman & Jonathan Townsend of Winnisimmett aforesaid Husbandman Defendants at an Inferiour Court of Common Pleas Begun & held at Boston within & for the County of Suffolk afores<sup>d</sup> on the first Tuesday of October In the fifth year of our Reign Annoq Dom 1706. for that the Defendants have Illegally Entered into & do with hold from the Plant<sup>s</sup> the possession of a Certain Farm or Traet of Land, Seituate lying & being at Winnisimmet in the Township of Boston afores<sup>d</sup> Consisting of Upland & Marish, Containing by Estimation Three hundred Acres or thereabouts being bounded Westerly by the Land of John Center Called Centers farm, Southerly by a Creek & by the Land of the Widow Eustice, Easterly by the River, Northerly partly by a Creek & partly by the Land of [William] Ireland together with the Several Buildings houses Edifices & fences, Standing & being there upon; As also the priviledges and Appurtenances there unto belonging or in any Wise Appertaining, which said Land housing & premisses was heretofore the Estate & Inheritance of Samuel Bellingham late of the Parish of St Anns Westminster in the County of Middlesex in the Kingdom of England Esq<sup>r</sup>

<sup>10</sup> Suff. Early Court Files, No. 7402. Paper No. 1.

decd who in his life time, to wit on the Sixteenth day of April 1695, In Consideration of a Marriage they Intended to be had between the said Sam<sup>ll</sup> Bellingham & Elizabeth Savage then of the Parish of S<sup>t</sup> Anns afores<sup>d</sup> Widow, by an Indenture or Deed of Feoffment under the hand & Seal of the s<sup>d</sup> Bellingham now in Court ready to be produced did grant Convey & make over (amongst other part of his Estate the Land Messuage & housing abovesaid with all his Right Title Estate. or Interest, Reversion or Reversions Remainder or Remainders in & unto the same, unto Edward Hull and John Shelton Citizens of London afores<sup>d</sup>. In Trust & for the Use of the said Sam<sup>ll</sup> Bellingham & Elizabeth Savage during their Natural lives in Case the said Marriage took Effect & from & after the Death of the said Sam<sup>ll</sup> Bellingham to the only proper Use & Trust of the s<sup>d</sup> Elizabeth Savage, & to Such Uses as She the s<sup>d</sup> Elizabeth Savage by any Writing or Writings or by her Last Will & Testament in Writing should Nominate & direct, And in Case of no Such Writing or Last Will & Testament of the said Elizabeth Savage then for the only proper Use & Trust of the Right heirs of the said Elizabeth. Now the Plant<sup>ts</sup> in fact say, that the s<sup>d</sup> Sam<sup>ll</sup> Bellingham did afterwards Inter-marry with the said Elizabeth Savage & is since decd and the afores<sup>d</sup> Elizabeth is also decd without Issue or Brother and without having Conveyed away disposed of or directed her Use Interest & Trust afores<sup>d</sup> According to the Intent & Meaning of the Deed of Feoffment afores<sup>d</sup>, Whereby, the Estate Use & Interest of the afores<sup>d</sup> Elizabeth after her decease did descend to the afores<sup>d</sup> Rebecca Watts as being the only Sister & next heir of the s<sup>d</sup> Elizabeth, And Accordingly the afores<sup>d</sup> Edward Hull & John Shelton Trustees as afores<sup>d</sup> by an Indenture under the hands & Seals of them the s<sup>d</sup> Edward Hull & John Shelton, now in Court ready to be produced bearing date the Fifth day of September 1702 for diverse good Causes & Considerations therein mentioned did grant bargain Enfeoff Release Convey and Confirm unto the s<sup>d</sup> Edward Watts & Rebecca his s<sup>d</sup> Wife Plant<sup>ts</sup> as afores<sup>d</sup> the s<sup>d</sup> Land housing & premisses And all their Estate Right Title Use & Trust to & in the Same to & for the use of the s<sup>d</sup> Edward Watts & Rebecca Watts & her heirs & Assignes forever. As in & by the s<sup>d</sup> Deed & Deeds Relation there unto being had more fully & at large it doth & may Appear. Nevertheless they the Defend<sup>ts</sup> afores<sup>d</sup> altho often thereunto Requested to wit at Boston afores<sup>d</sup> by the Plant<sup>ts</sup> afores<sup>d</sup> the possession of the s<sup>d</sup> farm or Tract of Land Messuage housing & premisses afores<sup>d</sup> to the plant<sup>ts</sup> afores<sup>d</sup> to deliver have hitherto neglected & Refused & do Still neglect & Refuse to deliver the same to them to the damage of the s<sup>d</sup> Edward

Watts & Rebecca his Wife as they say the sum of one Thousand pounds At which said Court the within Named Abigail Townsend & Jonathan Townsend then Appearing by John Valentine their Attorney pleaded they were only Tenants under James Allen Clerk whom they desired might be Vouched, And the s<sup>d</sup> James Allen Appearing At an Inferiour Court of Common Pleas Begun & held at Boston for & within the County of Suffolk on the first Tuesday of January being the seventh day of the s<sup>d</sup> Month 1706 pleaded Not Guilty: When & where Judgment was Rendered for the Def<sup>t</sup> Costs of Suit, from which Judgment the s<sup>d</sup> Edward Watts & Rebecca his s<sup>d</sup> Wife Appealed to the Superiour Court of Judicature Begun & held at Boston for & within our County of Suffolk afores<sup>d</sup> on Tuesday May the Sixth In the Sixth year of our Reign Annoq. Domini 1707 where Judgment was Rendered for the Appellee Confirmation of the former Judgment & Cost of Courts Which Judgment they the s<sup>d</sup> Edward Watts & Rebecca his s<sup>d</sup> Wife say is wrong & Erroneous and that they are thereby damnified the Sum of one Thousand pounds Money as shall then & there be made to Appear: for the Reversing whereof & Recovering of the possession of the s<sup>d</sup> Farme or Tract of Land together with the s<sup>d</sup> Several Buildings, Edifices fences privildges and Appurtenances there unto belonging they the s<sup>d</sup> Edward Watts & the s<sup>d</sup> Rebecca his s<sup>d</sup> Wife bring this Suit as also for their own Cost & damage Occasioned thereby. And have you there this Writt with your doings therein Witneas Samuel Sewall Esq<sup>r</sup> At Boston the fifteenth day of October In the Sixth year of our Reign Annoq. Dom 1707.

Elisha Cooke Cler:

The Judgm<sup>ts</sup> are right.

J: Valentine att<sup>y</sup> for Def<sup>ts</sup>

Suffolk ss.

Boston Octo<sup>r</sup>: y<sup>e</sup> 20<sup>th</sup> 1707.

By Vertue of this Writt I have Attached the Dwelling house of the within named James Allen lyeing in Boston which was Shown unto me by the Pl<sup>ts</sup> to be his Estate and likewise left a Summons at his house with his daughters.

Giles Dyer Sheriff <sup>11</sup>

#### BILL OF COSTS <sup>12</sup>

At An Inferiour Court of Pleas at Boston the first tuesday of January 1706.

Edward Watts & Rebeckah his wife plaintiffs  
James Allen By Rule of Court Def<sup>t</sup>

<sup>11</sup> Endorsed: "Watts vs. Allen." For the judgment of the Court, see *supra*, p. 548.

<sup>12</sup> Suff. Early Court Files, No. 7402. Paper No. 9.

## Costes for the Plaintfs

Writ summons & service . . . . .	£ : 0 - 6 - 0
Entering the action — & Fee . . . . .	1 - 0 - 0
continuance from october court . . . . .	0 - 1 - 0
attendance at october court 2 days . . . . .	0 - 6 - 0
to the Jury at January court . . . . .	0 - 12 - 0
at January court attendance 1 day . . . . .	0 - 3 - 0
appeal & Recognisance . . . . .	0 - 3 - 0
Copiee of the Case . . . . .	0 - 16 - 6
Filing papers exam. & taxing costs . . . . .	0 - 3 . 4
	<u>3 = 10 = 10</u>

Examd per Ad : Davenport Cler

At A Superiour Court In May 1707.

Watts &amp; Uxor Appellants James Allen Deft

Entering the appeal and Jury . . . . .	1 - 5 - 6
2 days attendance . . . . .	0 - 6 - 0
Attorneys fee . . . . .	0 - 12 - 0
Filing papers &c. . . . .	0 " 4 : 6
	<u>2 = 8 = 0</u>

Review of the same Cause In Novemr: 1707.

Writt & Service . . . . .	0 - 6 - 0
Attendance 4 days . . . . .	0 - 12 - 0
Copies of the Case and originall . . . . .	£ : 5 = 18 = 0
Attorneys fee . . . . .	0 - 12 - 0
	<u>7 = 8 = 0</u>

At May Superior Court In May 1708.

Attendance 4 days . . . . .	0 = 12 = 0
Costes paid by Edwd Watts to Mr Allen's Attorney . . . . .	3 = 17 = 0
filing papers Examing . . . . .	0 " 6 " —
Taxing Costs . . . . .	0 " 3 " —
	<u>4 = 18</u>

Examd per Elisha Cooke Cler

£0 - 6 - 0
0 - 3 - 0
0 - 6 - 0
0 - 12 - 0
0 - 12 - 0
<u>1 - 19 - 0</u>

## SUMS OF THE COST

Imprimis . . . . .	£3 - 10 - 0
Item . . . . .	2 - 8 - 0
li . . . . .	7 - 8 - 0
li . . . . .	4 - 18 - 0
	<u>18 - 4 - 0</u>

Watts's Attendance is Double Chargd, for which must be  
deducted . . . . .

0 - 19 - 6

£17 - 4 . 6

May, 11th 1708. Allowed Seventeen pounds, four Shillings, and Six  
pence

Per Samuel Sewall.]

## CHAPTER XV

THE CLERGY OF BOSTON MAKE AN ADDRESS TO THE  
GENERAL COURT

THE Bellingham estates had been in litigation for more than thirty-five years. In 1676 the General Court set aside the will, as has been so often said, and in 1708 the Superior Court, three judges to one, gave the same judgment. Yet in June, 1709, the Congregational clergy of Boston made one more effort in an address to the General Court.

To his Excellency Joseph Dudley Esq<sup>f</sup>,  
With the Honorable Council and Representatives, of  
the Province of the Massachusetts-Bay now in  
General Court assembled :

The Address of sundry Ministers of the Gospel.

Having been informd, that the Hon<sup>ble</sup> Richard Bellingham Esq<sup>f</sup>, who was for many Years the Governour of this Colony, did by his last Will and Testament devote a considerable Part of his Estate unto pious Uses; particularly that He instructed and empowered those, whom He had made Feoffees in Trust, that, out of the Rents of his Land, there should be erected on one of the Farms an Edifice, wherein the Neighbourhood should assemble for the solemn Worship of God : And He willed also, that six or more young Students should be educated for the sacred Ministry; and this Benefaction to be annually and successively continued :

And having understood, that this very pious Will was afterwards, and when it had been executed for diverse Years, declared void in a General Court; but without the Concurrence of that Honorable Gentleman, who was then the Governour of the Colony<sup>1</sup>: Whereupon the Estate has been wholly alienated from the Purposes, to which it had been so religiously devoted; and much other Confusion has followed in the Application of it :

On this Occasion we beg leave to express the Concern & Sorrow, which may justly be expected from such as wish well to the Country.

<sup>1</sup> [Governor John Leverett.]

We know, that a Testament should be in Force, when the Testator is dead : And if it be confirmed, (as we understand Governour *Bellingham's* Will was in the legal Methods) No Man ought to disannul it. (Gal iii. 15. Heb. ix. 17.) It is also a dangerous Thing to devour that, which is holy. (Prov. xx. 25.) And, in all Nations, they have been afraid of alienating Deodands.

Upon such Considerations, we cannot be without Fear, that, if a Thing of this Nature should be approved in a Countrey of our Profession, and by the Heads and Representatives of the Province, it may be found among those Errors, which expose the Land to the Displeasure of Heaven, and be neither for our Honour nor our Safety.

We have heard, that the principal Reason, which sway'd those who did so far disannul the Will of the deceased Governour without and against the Will of the then living Governour, was their Doubt, that He had not done well in leaving so little of his Estate unto his onely Son. But their Opinion has in the Providence of God since had a notable Confutation. — By means of their Act, besides the little Benefit, that the younger *Bellingham* had from it in his Life Time; the Estate is now wholly gone from the Family of the *Bellinghams*, as well as from the pious Uses designed by the Honorable Testator : And it is fallen into the Hands of those, who are as little disposed to do with it that Good, which He projected, as they are related to his Family.\* — In short, an evident & remarkable Blast from Heaven seems to have attended the Matter.

No Man can think, but that if the Religious Gentleman were now living, He would rather confirm this his ancient Will than have his Estate applied, as now it is.

There was in Lincolnshire a Person of Quality, Sir George Senpaul, renowned for the Piety and Charity expressed in his last Will and Testament. Among other good Works, the Funeral Sermon upon Him tells us, He caused six Scholars to be brought up in the Universities, whereof several proved great Instruments of Good in the World. Our *Bellingham* was a Lincolnshire Gentleman : And since He has expressed the like Piety and Charity in his last Will and Testament; certainly it will be a Dishonour unto New England, if thro' us it be defeated.

Considering, that it is no new Thing for a General Assembly

\* [The will of Mrs. Elizabeth Bellingham, wife of Samuel Bellingham, left a legacy to Harvard College. This will had been set aside by the English courts on the petition of Edward and Rebecca Watts. (*Supra*, pp. 509, 513.) All the signers of this petition, except Rev. Thomas Bridge, had served as Fellows of the College.]



to rectifie a Mistake in a preceeding Assembly; We esteemed it our Duty in all respectful Manner to pray, that this great Matter, wherein the good of the Countrey is more than a little involved, may be again and in the Fear of God considered; since the Interest of Religion and the Souls of many; and this not onely for the Present Age, but in the Generations to come, is after an uncommon Manner concerned in it.<sup>3</sup>

We are your Servants in the Lord

June 10 . 1709.

Increase Mather  
Peter Thatcher  
Thomas Bridge  
John Danforth  
Cotton Mather  
Nehemiah Walter.  
Benjamin Wadsworth.  
Ebenezer Pemberton.<sup>4</sup>

<sup>3</sup> Neither the address, nor the action of the Assembly upon it, has been preserved, save as referred to in the vote of November 15. A copy of the former, in the hand of Samuel Mather, is in Chamberlain MSS., 1. 105. Joseph Hiller, near the close of his letter of February 1, 1709/10 (*infra*, p. 580), refers to this address to the General Court, adding that a hearing was voted in the Lower House, but refused in the Upper. A memorandum [on the copy preserved among the Chamberlain manuscripts] shows that it was of interest long after the General Court had refused to re-open the question of the will:

"On the Outside Page, there is the following Endorsement by the late venerable Dr Increase Mather in his own Hand-Writing.

"I cannot but look upon the destroying of Governour Bellingham's Will as a very unrighteous and sacrilegious Impiety; and that the Countrey is involved in the Guilt of it.—I therefore desire, that, after my Decease, my Executors will take effectual Care, that this Testimony against it be published to the World; hoping, that, when some Persons are removed, there will those succeed, who will concern themselves to endeavour, that That, which is just and right in the Sight of God, shall be done.

May 1. 1712.

Increase Mather.'

[Endorsed] Revd Mr Mathers Letter Governor Bellingham 1700 "

<sup>4</sup> I do not know whether Dr. Increase Mather's executors regarded his desire, nor if Governor Joseph Dudley was one of those persons whose removal would have promoted right and justice by setting up Governor Bellingham's will. A few years before the date of this endorsement, Increase and Cotton Mather had made war against Governor Dudley, which would not incline him to promote any affair of theirs; nor would the fact that his son, Paul Dudley, was attorney for Edward and Rebecca Watts.

<sup>5</sup> [Pastors and associate pastors of the First, Second (North), and Third (South) churches in Boston; the church at Roxbury (Nehemiah Walter, whose wife was a daughter of Rev. Increase Mather); the church at Dorchester (John Danforth); and the church at Milton (Peter Thatcher, whose first wife was a daughter of Rev. John Oxenbridge, a

The General Court answered November 15, 1709: "Upon Reading an Address of sev<sup>l</sup>: Ministers relating to y<sup>e</sup>: Will of Richard Bellingham Esq<sup>r</sup>: Dec<sup>d</sup>: made void by the Order of the General Court of the late Colony of the Massachusetts with the Resolve pass'd thereon in the House of Represent<sup>ves</sup>: Viz,

That the Act of the General Court Septem<sup>r</sup>: 6<sup>th</sup>: 1676, referring to the Will mentioned in this Petition was wrong & ought to be made null & void: — Voted a Non-Concurrence." <sup>5</sup>

trustee under Governor Bellingham's will). Dr. Colman, pastor of the Brattle Square Church in Boston, did not sign.]

<sup>5</sup> MSS. Records of the Council, 1703-1709, p. 502.

## CHAPTER XVI

## A LONG TRUCE

THE refusal of the General Court in November, 1709, to reopen the Bellingham will case, and the death, September 22, 1710, of Rev. James Allen, who had resolutely fought to secure the Winnisimmet estates for the pious uses intended by the old governor, led to a truce of nearly fifty years. Some time in 1710 Edward Watts with his wife Rebecca, and between 1711 and 1715, Elizabeth Bellingham, came from London to Boston. Doubtless Edward and Rebecca Watts had found litigation expensive, and, from remoteness, troublesome. Doubtless, also, they thought it best to take charge of their estates. Joseph Miller had been their agent and attorney. One account of his stewardship is given below.<sup>1</sup>

When it became apparent after the death of Elizabeth Savage Bellingham in February, 1698, that the Bellingham estates would pass to Rebecca Watts, her sister and sole heir, wife of Edward Watts of London, the latter made an agreement April 25, 1699, known by its recital, to pay to Elizabeth Bellingham, daughter of Samuel, certain proportions of the rents and proceeds from sales of the Bellingham estates.<sup>2</sup> This arrangement for the division of rents and profits probably continued until November 1, 1715, when Elizabeth Bellingham, having returned to Boston, in consideration of £80 and an annuity of £50 secured by a mortgage on the Townsend or Cary farm,<sup>3</sup> quitclaimed to Edward Watts, the younger, all arrearages due under the agreement of April 25, 1699, and cancelled the same. She also relinquished her claims to the estate of her grandfather, the governor.

I can add but little to the subsequent history of Elizabeth Bellingham, last of the old governor's lineage. She was living

<sup>1</sup> *Infra*, pp. 579-581.

<sup>2</sup> *Infra*, pp. 581-583.

<sup>3</sup> Suff. Deeds, L. 30, f. 62.

in Boston, March 30, 1742,<sup>4</sup> apparently in respectable circumstances, for in 1720 she was one of "seven Single persons sitting in the Fore-seat," whom Madam Winthrop "propounded, one and another," to Chief Justice Sewall, as eligible to succeed his lately deceased wife.<sup>5</sup> But he thought "none would do," mainly, it may be conjectured, because Madam herself, widow of his predecessor in office, was the object of the venerable suitor's matrimonial scheme. Elizabeth Bellingham's father, Dr. Samuel Bellingham, probably without intending it, disinherited her by his marriage settlement with Elizabeth Savage, his second wife, so that on the latter's death, as we have seen, the Bellingham estates passed to Edward and Rebecca Watts, who appear to have treated her fairly. Though they acquired these estates without original cost, the defence of their title, both here and in England, was expensive.<sup>6</sup>

After the apparently decisive defeat of the clerical party in their effort to secure the Bellingham estates for ecclesiastical uses, and the arrangement with Elizabeth Bellingham, given above, the Watts family might have reasonably hoped to enjoy their property without further molestation. Three of the great Bellingham farms were theirs. The fourth farm, seized by Richard Wharton for his services, was irrevocably gone, though we shall hear more about it.

But neither Edward nor Rebecca Watts long enjoyed their estates, for he died in 1714, and she in 1715. Her will, [probated] April 15, 1715,<sup>7</sup> mentions a daughter Rebecca, sons Edward, Samuel, and Daniel. After various legacies, she devises one half of her estate to her eldest son, Edward, and

<sup>4</sup> [See a receipt for her annuity, dated September 28, 1742, among Chamberlain MSS., i. 157. In a writ dated September 19, 1757, it is said that she died February 3, 1745. *Infra*, p. 611.]

<sup>5</sup> Sewall, Diary, iii. 262.

<sup>6</sup> In the suits of Watts vs. Allen, Paul Dudley, son of the governor, was counsel for the Watts family, and between March 22, 1716/17, and March 22, 1717/18, Edward Watts the younger (his father being dead), made two mortgages, aggregating £350, on the Ferry farm, to Paul Dudley; these were discharged November 29, 1722. (Suff. Deeds, L. 31, f. 94.) They may have been in payment of fees, or to add capital needed for his large business. It is noticeable that he covenants as sole owner, whereas his title under his mother's will was one undivided half. [Neither of his brothers, Samuel or Daniel, had attained his majority.]

<sup>7</sup> Suff. Prob. Rec., L. 18, f. 456; also *supra*, p. 329.

the other half to Samuel and Daniel. Apparently she died in the mansion house<sup>8</sup> near the ferry. The farms remained undivided until 1728, Edward occupying that at the ferry, which he carried on with the inn and a very considerable local trade. After his death in 1727, his widow, Anne Antram, married Thomas Greaves of Charlestown, who seems to have taken up the business of her former husband.<sup>9</sup> Edward Watts left a large estate, an inventory of which is given.<sup>10</sup> June 25, 1728, there was a partition of the real estate, Thomas Greaves and his wife taking the Cary farm, Samuel Watts the Ferry farm and ferry, and Daniel the Carter farm.

<sup>8</sup> [Presumably in the ancient tavern, marked on the plan, *supra*, p. 294. The mansion house dates from a later period. May 10, 1734, Benjamin Lynde wrote that he went "with horse over ferry to Watts', where dined in his new house." *Diaries of Benj. Lynde and of Benj. Lynde, Jr.*, 53. See also *supra*, p. 297; also the letter of John Tudor, *supra*, p. 334.]

<sup>9</sup> [June 23, 1728, Thomas Greaves, a physician, married Mrs. Ann Watts; June 25, 1728, as stated in the text, the divisional agreement was signed, by which Samuel Watts became the owner of the Ferry farm. At the January term of the Suff. Co. Court in 1728/9, Samuel Watts of Boston, innholder, and Thomas and Anne Greaves of Charlestown, as administrators of the estate of Edward Watts, late of Boston, innholder, brought suit against William Burgis. Court Records, 1728-1729, p. 298. *Supra*, p. 308, note 41.]

<sup>10</sup> *Supra*, p. 323.

## APPENDIX

LETTER FROM JOSEPH HILLER TO EDWARD WATTS<sup>1</sup>Boston Feby 1<sup>st</sup> 1700/10M<sup>r</sup> Edward Watts

S<sup>r</sup> I wrote yon some time since by two Vessells that I had rec<sup>d</sup> yours by the Man of War and Cap<sup>t</sup> Eason and that I had rec<sup>d</sup> the Deeds by both of them when I had only rec<sup>d</sup> those by Cap<sup>t</sup> Eason Cap<sup>t</sup> Mathews the Cap<sup>t</sup> of the Man of War being arrived I did not question but he had brought one Sett, but by some mistake those that should have come by him were left behind and he only brought a Letter from Cosen Hiller. There being an opportunity by Two Men of War viz<sup>t</sup> the Dragon and the Guernsey I sent the Sett of Deeds I rec<sup>d</sup> by Cap<sup>t</sup> Eason back again by the Dragon with a Copy of the Letter by the Guernsey and Reasons why they were not Authentick viz<sup>t</sup> for want of Witnesses that were bound here that could have testified to the execution of them there, but for want of such I could not get them proved here; I sent only the Deeds, the other Papers I have, but I am as far from having any Deeds as ever I was. I hope you will take extraordinary care that I have one Sett well executed.<sup>2</sup> I take notice of your sending me word to Send the Rents to your Self, and that you have done with m<sup>r</sup> Hall. Accordingly I have sent by Cap<sup>t</sup> Teat Commander of her Majesties Ship Reserve, as p bill of Lading inclosed, Two hundred Fourty two Ounces of Silver money and Bullion and Two Ounces and a half and three penny weight of Coined Gold on your acco<sup>tt</sup> also Two peices of Brazile Gold in the Same bag to

<sup>1</sup> Chamberlain MSS., i. 109.

<sup>2</sup> [By deed dated July 2, 1700, Edward and Rebecca Watts of the "Parish of St. Botolph Aldgate in the City of London," and "Elizabeth Bellingham of the Parish of St. Giles Cripplegate London afores<sup>d</sup>. Spinster," conveyed to Joseph Hiller for £400 "Lawful money of New England" a messuage in Boston. John Gore and John Russell, the last two of six witnesses to the signatures, made oath to the same on the first Tuesday of October, 1710, and the deed was recorded October 5 in Suff. Deeds, L. 25, f. 130. This property was in the possession of Joseph Hiller as early as April, 1707. (Boston Rec. Com. Rep., xxix. 183, 184.) It was the mansion house of Governor Bellingham, and, according to this deed, was lately in the occupation of John Cotta, Jr. See *supra*, p. 551, for the suit by which Edward Watts obtained possession; also, *infra*, p. 582.]

be delivered to Cosen Nathan<sup>1</sup> Hiller in Leaden Hall Street for my Friend M<sup>r</sup> Coney to buy Pools Annotations on the Old and New Testaments<sup>2</sup> I Pray deliver them the First opportunity he being urgent to have them come by the first good Ship for Boston I rec<sup>d</sup> M<sup>r</sup> Brentnall's<sup>3</sup> Rent almost all in Silver the Rest of the Rents in Paper money, which with much difficulty I got changed for Silver, which is extraordinary Scaree, the People give two and a half p Cent and Some more for the Exchange I concluding money would be very acceptable with you I strove to get it in and send it. You'l see by the Acco<sup>t</sup> I have charged no Comissions nor any thing for Exchange of the Paper for Silver which would have amounted to between Thirteen and Fourteen pounds. I wrote you in my last that the Two m<sup>r</sup> Mathers with the Rest of the Ministers in Boston had Petitioned the Generall Court for a new hearing of Governour Bellingham's Will, and that the Lower house as they did before (you know) had Voted a hearing of it. You may conclude I was not wanting in what I could do; when it came to the Upper house they refused to aet in it by a Major part and I hope are discouraged from meddling with it any more, especially as I wrote you before, if you and your Family comes over and Settles here. I wish you and your Family well I pray God give you all a Safe Passage over. M<sup>r</sup> Moorecock is troubled he has no acco<sup>t</sup> from his Friends nor you concerning what he wrote to them [and] he saith he could have ordered his money there to more advantage. I have forgot the Place to direct to you I sent the last directed to m<sup>r</sup> [Hall?] for you I think to inclose these to Cozen Hiller for you.

The Tennants and m<sup>r</sup> Giles<sup>4</sup> desires to be remembred to you and would be glad of you and your Family's coming Over.

My Service to Mad<sup>m</sup> Bellingham m<sup>r</sup> Hall, with mine and my Wives Service to your Self and Wife and Family I Remain

Yo<sup>r</sup> assured Friend To Command

Joseph Hiller

THE ACCOUNT REFERRED TO ABOVE<sup>5</sup>

1700	M <sup>r</sup> Edward Watts —	D <sup>r</sup>	
May	To Cash p <sup>d</sup> Doctr Cutler p <sup>y</sup> r Order . . . . .		2 : 10 : —
	To Ditto paid Postage of Sundry Letters — Via		
	Philadelphia for you . . . . .		— : 3 : 6

<sup>1</sup> [Matthew Poole, *Synopsis criticorum Scripturæ*, London, 1669-1676, 4 vols.]

<sup>2</sup> [Tenant on the Ferry farm, *supra*, p. 296.]

<sup>3</sup> [Thomas Gyles was lessee of the ferry from Boston to Winnjsimmet. *Infra*, chap. xxiv.]

<sup>4</sup> Chamberlain MSS., i. 103.

Jany:	30	To Ditto to m <sup>r</sup> Brentnalls Daughter and Boy	
		when rec <sup>d</sup> Rent Ferrages Sundry Times . .	: -8 : —
		To Ditto Spent when rec <sup>d</sup> Townsends Rent . .	: 1 : 3
		To 2½ Ounces 3 penny weight Gold at 6£ : 5s .	—16 : 11 : 3
		To 242 Ounces Silver p the Reserve at 8s/— . .	96 : 10 : —
		Allowed m <sup>r</sup> Brentnall for 2 horses one to Salem	
		One to Piscataqua . . . . .	1 : -5 : —
		Allowed m <sup>r</sup> Townsend to lay out on the House . .	15 : — : —
			<hr/> 132 : 15 : —
1709		Contra	
Dec:	30	p Cash of the Townsends for that You paid the	
		Sherrif . . . . .	10 : —
Jany:	29	p Ditto of Senter for Rent . . . . .	15 : —
	30	p Ditto of m <sup>r</sup> Brentnall for Rent . . . . .	55 : —
		p Ditto of the Townsends for Rent . . . . .	50 :
		p Ditto of Capt Belcher for Rent <sup>†</sup> . . . . .	2 : 15
			<hr/> 132 : 15

¶ Joseph Hiller

# RECEIPT FROM ELIZABETH BELLINGHAM \*

London Augt 31. 1709.

Be it knowne unto all whome it may Concern that on this 31<sup>st</sup> day of Aug<sup>t</sup> as abovesaid J do acknowledg to have rec<sup>d</sup> of M<sup>r</sup> Edward Watts my full proportion according to an agreement made between him & my selfe bearing date y<sup>e</sup> 25<sup>th</sup> Aprill 1699 — viz<sup>t</sup> one ⅓ [ ] of such monys as should be raised by sales of lands [in] New England also my full proportion of all Rents and arrears of Rents dew unto Lady day last unto w<sup>ch</sup> time all was adjusted & paid J do by these presents acknowledge to have had and received my full proportion of ⅓ also of ⅓ of each percell of Rentes unto y<sup>e</sup> 1<sup>st</sup> of Aprill last past —

Wittniss

Witness my hand

J Hall

Elizabeth Bellingham:

# [LETTER FROM ELIZABETH BELLINGHAM TO JOSEPH HILLER \*

Sr

London February, 10, 1705/6

These may Advise You that by M<sup>r</sup> Watts I Rēcd your Account dated in Boston March 9<sup>th</sup> 1704/5. So far as Concerns Me I have & do Allow it & have Rēcd my dividend out of the Same by M<sup>r</sup>

\* [Presumably Andrew Belcher rented the pasture at the South End of Boston which he purchased later. See Suff. Deeds, L. 26, f. 100; L. 39, f. 73.]

† Chamberlain MSS., i. 107.

‡ Suff. Early Court Files, No. 6949, Paper No. 5; an attested copy. See *supra*, pp. 542; 559, note 1.



Watts who is again Intended as I perceive for your Country so all farther Management is left to him with your Assistance wherein I Intreat you not to be wanting

I Understand your Agent M<sup>r</sup> Newton dos Scruple the Title altho We had all Joined in a Conveyance unto you.<sup>10</sup> Its Judged here he was much more Nice than Wise; I was & am Still ready to Joyn in any proper Conveyance as Sales may be made.

So with Kind Respects to your self I Remain your Loving friend

Elizabeth Bellingham

S<sup>r</sup> I Pray you Acquaint all the Tenants that I am Satisfied with what M<sup>r</sup> Watts dos concerning the Rec<sup>t</sup> of Rents and his Rec<sup>ts</sup> for the same are as Sufficent as if Signed by me also.

I do not intend to allow one penny towards the funeral Charges of my Grand Mother neither Law nor Equity will oblige me in that Case.

Signed in presence of J Hall  
& W<sup>m</sup> Collard his Servantt

Superscribed.

To Joseph Hiller In Boston

In New England

A true Copy left instead of the Original

Exam<sup>d</sup> per Elisha Cooke Cler

A true Copy of that on file

Exam<sup>d</sup> per Elisha Cooke Cler]

LETTER FROM ELIZABETH BELLINGHAM TO EDWARD  
WATTS, 1711 <sup>11</sup>

M<sup>r</sup> Edw Watts

I read y<sup>r</sup> let<sup>r</sup> to M<sup>r</sup> Hall dated Jan y<sup>e</sup> 7<sup>th</sup> 1711 & rec<sup>d</sup> twenty Six pounds thirteen shilings & 4<sup>d</sup> from M<sup>r</sup> Foy by your Order & Capt belchers : tis unaccountable you should delay y<sup>e</sup> payment of this & the other Mony w<sup>ch</sup> is due to me so long & could not have sent it by y<sup>e</sup> same Oppertunity, but send to know how J would have it sent whereas J writt to you to return it in Spannish pieces of Eight, pray put it off noe longor nor give mee nor y<sup>r</sup> self any vnnecessary trouble but make it payable to my self Elizabeth Bellingham living att the Tobacco Roll & Sug<sup>r</sup> Loaff in little Moor Fields ; & make noe pretences to keep back any thing that is my due according to Our Agrement, soe you may expect to prosper the bet<sup>r</sup>.

<sup>10</sup> *Supra*, pp. 500; 579, note 2.

<sup>11</sup> Chamberlain MSS., i. 113.

J have som very Considerable Persons in [Boston] that are my friends & have promised me thiere assistance & know the Estate very [well] if you give me Ocasion J shall make vse of them. My service to y<sup>r</sup> self & M<sup>rs</sup> Watts is all att p<sup>r</sup>sent from

Y<sup>r</sup> well wisher

Elizabeth Bellingham

London July ye 10th 1711.

J expect & desire a Just acc<sup>t</sup> of Rents & all things as you promised [Addressed] ffor M<sup>r</sup> Edward Watts Living in Boston Jn New England — ddd w<sup>th</sup> Care — G<sup>d</sup>

## CHAPTER XVII

## THE BELLINGHAM WILL IN TOWN MEETING

**B**ETWEEN the judgment of the Superior Court in 1708, adverse to the trustees under the Bellingham will, and the proceedings to be narrated, the three northerly precincts of Boston, — Winnisimmet, Rumney Marsh, and Pullen Point, — had been set off and incorporated as Chelsea. On its records, December 2, 1756, is this entry:<sup>1</sup> "Voted not to act at this meeting upon the Petition of Thomas Goldthwait<sup>2</sup> and others." This petition has not been found, nor does its purport appear until nearly three months later, when the following entry is found:

"February 28, 1757. At a Town's meeting legally assembled to see if they will choose a Committee to inquire into and prosecute the town's claim to the late Gov<sup>t</sup> Richard Bellingham's Estate at Winisimmet as <sup>3</sup> Warrant. which being read the Town chose Thomas Goldthwait Esq<sup>r</sup> Moderator.

"and Voted Tho<sup>s</sup> Goldthwait Esq<sup>r</sup> Mes<sup>s</sup> Nath<sup>l</sup> Holmes, Tho<sup>s</sup> Flucker, James Pitts, David Jenkins, William Stoddard and Oxenbridge Thatcher Esq<sup>s</sup> be a Committee<sup>3</sup> to prosecute any claim

<sup>1</sup> [Town Records, City Hall, Chelsea. Hon. Samuel Watts, owner of the Ferry farm of Governor Bellingham, was the moderator of this meeting.]

<sup>2</sup> *Infra*, pp. 602-609.

<sup>3</sup> [This was a committee of Boston men. Nathaniel Holmes, a merchant in Boston, was one of the seven original proprietors of Point Shirley and, like Thomas Goldthwait, may have removed thither. James Pitts (H. C. 1731), a proprietor of Point Shirley by purchase from Ezekiel Goldthwait (Suff. Deeds, L. 82, f. 103), was a merchant in Boston. Both he and Thomas Flucker were overseers of the poor in that town in 1757. They were brothers-in-law, and held jointly large landed interests in Chelsea, as for instance in the Keayne-Oliver farm. (Suff. Deeds, L. 83, f. 112; L. 84, f. 24; L. 87, f. 186.) David Jenkins owned a farm in Chelsea (*supra*, p. 238), but was always described as of Boston in deeds and elsewhere. In 1724 when he was three years of age, his mother married Joshua Cheever of Boston, son of Rev. Thomas Cheever of Rumney Marsh. Oxenbridge Thatcher was a well-known resident of Boston and Milton, and had apparently no connection with Chelsea. He was descended from Rev. John Oxenbridge, trustee under the will of Governor Bellingham, and Peter Thatcher,

the town may have in the lands at Winisimett late the Estate of the Hon<sup>d</sup> Gov<sup>r</sup> Richard Bellingham Esq<sup>r</sup> by virtue of his Will — and Voted the Town pay the Charge thereof. Voted said Com<sup>ee</sup> make report of their doings as soon as may be.

"The hon<sup>d</sup> Sam<sup>l</sup> Watts Esq<sup>r</sup> Daniel Watts Eben<sup>r</sup> Hough & Nath<sup>l</sup> Hasey entered their dissents to the above proceedings." <sup>4</sup>

Samuel and Daniel Watts among the dissentients,<sup>5</sup> were sons of Edward and Rebecca Watts. Both were men of great respectability, and the first was prominent in public affairs as a member of the Council and a judge.<sup>6</sup> Samuel and Daniel Watts doubtless believed, as was for their interest, that the governor's will was void, as had been declared by the General Court in 1676, and by the Superior Court in 1708. Thomas Goldthwait and many very respectable citizens of Boston thought otherwise, as will appear in the following extracts from the Chelsea Records:

March 17, 1757. "Voted Mes<sup>rs</sup> Benjamin Brintnal and Samuel Pratt<sup>s</sup> be added to the Town's Committee heretofore

who signed the address to the General Court in June, 1700. (*Supra*, p. 574.) William Stoddard, also a resident of Boston, was a grandson of Anthony Stoddard, trustee under the Bellingham will, and a son of Simeon Stoddard, who joined Rev. James Allen in the effort to re-establish the will in 1706. (*Supra*, pp. 538, 540.)]

<sup>4</sup> [This was the only business transacted. Once before, the preceding May, Thomas Goldthwait had served as moderator. Previously to that, with the exception of two town-meetings in 1748, one in 1749, one in 1752, and one in 1755, Hon. Samuel Watts had been moderator of every meeting of the town for eight years.]

<sup>5</sup> [Ebenezer Hough was son-in-law of Samuel Watts.]

<sup>6</sup> *Supra*, pp. 338-342, 353-356.

<sup>7</sup> [The annual town meeting, held March 14, was adjourned until March 17, and for the same date a town-meeting was summoned by warrant to provide for the supply of the pulpit and the raising of men for the war, and to consider "if the Town will add any persons to their Committee of Inquiry & to prosecute the Town's claim to the late Governor Bellingham's Estate." Thomas Goldthwait was chosen moderator March 14, and Hon. Samuel Watts was not re-elected selectman and town treasurer. He had served in the former capacity since 1740, except for five years between 1744 and 1749, and in the latter office since March, 1747. At the meeting in April Thomas Goldthwait was chosen moderator and was the first named on

<sup>8</sup> [Residents of Chelsea and selectmen. They were the nearest neighbors of the Watts family, Brintnall living near the ferry on what is now the United States Hospital estate, Pratt on the farm north of Deacon Daniel Watts, in what is now Prattville.]

chosen to inquire into, and prosecute the Town's claim to the late Gov<sup>r</sup> Bellingham's Estate By his last will."

May 16, 1757.\* "Voted to raise forty pounds to prosecute the towns claim to the late Gov<sup>r</sup> Bellingham's estate at Winisimett

a committee to settle accounts with Hon. Samuel Watts, the former town treasurer. From hills, writs, etc., preserved in Chamberlain MSS., vol. iii., it would appear that Richard Watts became financially involved about the year 1756 or 1757, and that bills payable then were not settled until the administrators of the estate of Richard, who died in 1771, had received his inheritance from Hon. Samuel Watts, who died in 1770. (See *supra*, p. 358.) This may have affected the standing of the family in the town. Also the town found its purchase of a parsonage financially burdensome, and, April 19, reversed its policy and voted to sell. See *infra*, the chapter on the church in Chelsea.]

\* [This was the annual town meeting for choosing a representative to the General Court. For the first time in seven years, the town voted to send one, and elected Thomas Goldthwait. This vote "was excepted against: Then voted to count the Voters which being done it appeared there were thirty nine persons present, who voted; Then it was asserted by severall that some, Mr Goldthwait said Six persons, were gone to Mr Houghs; and the Constable was order'd to desire them to return, who said they wou'd not come." Mr. Hough was a son-in-law of Hon. Samuel Watts, and lived near the church, where the town meeting was held. Thomas Goldthwait was chosen moderator for the remaining business of the day. The vote given in the text was then passed. As was customary, the selectmen served as moderators during the election. Nathaniel Oliver, Esq., and "sundry others, Inhabitants of the Town of Chelsea" presented a memorial to the House of Representatives, complaining that the choice of Thomas Goldthwait as representative was illegal because of "the arbitrary and unjustifiable Proceedings of their Select-Men," of whom Thomas Goldthwait was one, at the time of the election. The House ordered a hearing. On the day appointed Nathaniel Oliver and "sundry of the Subscribers to the Memorial," appeared and requested a postponement, as the witnesses to the facts complained of refused to attend unless legally summoned. The request was granted, and summons were issued by the Clerk of the House to "Nath. Holmes, Nath. Hasey, John Sargent, Ebenezer Hough, and Nath. Lewis, of Chelsea, and Capt. David Jenkins of Boston" to attend the House as witnesses. On June 2, after the case had been "fully heard," the House voted that the election of Thomas Goldthwait was not legal, and that he did not have "a Right to a Seat in the House." A precept for a new election was issued, and on June 9 the town meeting was held. It decided, by a vote of 28 to 19, to send a representative, and chose Thomas Goldthwait by a majority of thirteen. After this he represented the town in the General Court so long as he remained a resident of Chelsea. Two years later, at the annual meeting for the election of town officers, March, 1759, Nathaniel Oliver, Jr., presented to the moderator, Thomas Goldthwait, a protest against the presence of a civil officer, who was intended, he thought, to overawe them. The dissenters then were Samuel Floyd, Nathaniel Oliver, Sr., Richard Watts, Nathaniel Hasey, Benjamin Tuttle, Ebenezer Hough, and John Brintnall.]

and that the same be paid to the town's Committee already chosen to prosecute the same to which Mr N<sup>l</sup> Hasey entered his dissent."

At the same meeting was submitted the following:

"The Report of a Com<sup>tee</sup> chosen by the Town to enquire into and prosecute any Claim the s<sup>d</sup> Town may have to the Estate late of Gov<sup>r</sup> Bellingham lying in Winnisimm<sup>t</sup>. &c<sup>a</sup>

"We the Subscribers being a Com<sup>tee</sup> chosen by y<sup>e</sup> Town of Chelsea to enquire into and prosecute any claim w<sup>ch</sup> the s<sup>d</sup> Town may have to y<sup>e</sup> Estate late of Gov<sup>r</sup> Bellingham lying in Winnisimmit — We having examin<sup>d</sup> y<sup>e</sup> last Will of s<sup>d</sup> Bellingham together w<sup>th</sup> y<sup>e</sup> Records and papers relative thereto & taken the Advice of three skilfull Lawyers upon them, are unanimously of Opinion, that y<sup>e</sup> s<sup>d</sup> Town of Chelsea hath a good Title to s<sup>d</sup> Estate for y<sup>e</sup> purposes mention<sup>d</sup> in s<sup>d</sup> Will notwithstanding what has been done to nullify y<sup>e</sup> Same — Boston May 12 — 1757

Thomas Goldthwait	W <sup>m</sup> Stoddard
Tho <sup>s</sup> Flucker	Benj <sup>s</sup> Brentnall
David Jenkin	Sam <sup>l</sup> Pratt
James Pitts	Nath <sup>l</sup> Holmes "

The town records are silent for nearly three years. But during this time the committee, encouraged by the advice of "three skilfull Lawyers," whose names we do not learn, pushed matters vigorously and with success. They hunted up the heirs of James Allen, the surviving trustee under the will, in whom the fee vested, and in their names brought a suit in the Court of Common Pleas, where, as usual, they were successful. Thompson appealed to the Superior Court. The files contain nothing about this case, and the volumes of records in which the proceedings were entered were carried off at the commencement of the Revolutionary War, it is said.<sup>10</sup> But the story is told in the Report which follows.

March 10, 1760.<sup>11</sup> "Voted to Record the Report of the Comm<sup>tee</sup> appointed to Examine and Prosecute the Towns Claim to Gov<sup>r</sup> Bellinghams Estate."

<sup>10</sup> [The writ of attachment, found in the files of the Inferior Court of Common Pleas, in the basement of the Court House in Boston, is given *infra*, p. 610. The records of this lower court are missing, but the record on the appeal is given, *infra*, p. 612.]

<sup>11</sup> [This was the annual town meeting; Thomas Goldthwait was moderator.]

*Report of the Town's Committee*<sup>12</sup>

"The Committee appointed by the Town of Chelsea to examine into and Prosecute the said Towns Claim to the Estate of the Late Gov<sup>r</sup> Richard Bellingham, Deces<sup>d</sup>, lying in Chelsea Beg leave to make the following Report.

"That in Consequence of the advice of three well approved Lawyers who were employed in this Action, the Comm<sup>tee</sup> apply<sup>d</sup> to M<sup>r</sup> John Allen and M<sup>r</sup> Hannah Danforth, to Abiel Walley Esq<sup>r</sup> Guardian to James, W<sup>m</sup> and Jer<sup>b</sup> and Martha Allen to Jon<sup>a</sup> Beleher Esq<sup>r</sup> who married M<sup>r</sup> Abigail Allen and to M<sup>r</sup> Jerem<sup>b</sup> Wheelwright Grandson of Jerem<sup>b</sup> Allen who were the Only heirs and Descendants of the Rev<sup>d</sup> James Allen who was the surviving Execut<sup>r</sup> and Feoffee intrust to the aforesaid Richard Bellingham, and did obtain of s<sup>d</sup> Heirs by a writing under their hands and seals their Consent to have an Action brought in their Names for the Recovery of s<sup>d</sup> Estate and upon such Recovery that it should Revert to the Town of Chelsea to be apply<sup>d</sup> to the Pious Purposes mentiond in s<sup>d</sup> Bellingham's will. The Comm<sup>tee</sup> then Commenc<sup>d</sup> an Action at the Inf<sup>r</sup> Court of Common pleas held at Boston on the first Tuesday of Octob<sup>r</sup> in the Year A D 1757 against Joshua and Abigail Euestis of Chelsea for withholding One Farm which was part of s<sup>d</sup> Estate the s<sup>d</sup> Joshua and Abigail Alleged that they were only Tenants to Robart Thompson of London Esq<sup>r</sup> and Desire that he may have Liberty to Defend this Action, and Time Allow<sup>d</sup> him for that End, The Tryall was Accordingly Pospon'd three Terms and then it was heard and verry fully and Largly argued and Determin'd in favour of the Town of Chelsea, The said Thompson by his Attorney, And<sup>r</sup> Oliver, Esq<sup>r</sup> then appealed to the next Superiour Court, But before the Action could be brought to a Tryall in s<sup>d</sup> Court, the aforementioned John Allen dyed and the Judges of s<sup>d</sup> Court determin'd that as One of the Plaintiffs in s<sup>d</sup> Action was dead the Action could not go on; This obliged the Comm<sup>tee</sup> to bring a new Action w<sup>ch</sup> was done as Expediously as possible but before it could be brought to a Tryall the aforementioned Abiel Walley Esq<sup>r</sup>, who was a Plaintiff in s<sup>d</sup> Action died which again put a stop to the suit, The Comm<sup>tee</sup> then Prepaired to Renew the Action and intended it should be brought to the last Inferiour Court, But just before the Court Jeremiah Allen, son to the above named John Allen and who was a Plaintiff in the 2<sup>d</sup> Action dyed and as Sarah Danforth aforementioned is above ninety years old and some others of s<sup>d</sup> Heirs are aged Per-

<sup>12</sup> Chelsea Town Records, i. 71.

sons, the Comm<sup>tee</sup> Consulted their Lawyers upon Bringing the Action in some other way to obviate these impediments and after Deliberating this matter the Lawyers determind to bring the writ in another form, But as the Consent of all M<sup>r</sup>: Allens heirs is Necessary to be first had and signed to a new Instrument the Comm<sup>tee</sup> could not yet Act upon this new Plan and as the said heirs are Scatterd in Differ<sup>t</sup> parts it will require some time to Com-  
pleat it. The Comm<sup>tee</sup> beg leave further to Inform the Town that no Labour or Assiduity has been wanting in them to bring this Action to an Issue and th<sup>o</sup> it has been attended with Considerable Charge, no Expende has incurd to the Town to this day over and above the Forty Pounds which the Town at first Voted to carry it on, w<sup>ch</sup> is submitted.

"Feb<sup>r</sup> 25<sup>th</sup> 1760. Tho<sup>s</sup> Goldthwait, W<sup>m</sup> Stoddart, Jam<sup>s</sup> Pitts, David Jenkin, Nath<sup>l</sup> Holmes, Benj<sup>m</sup> Brintnall, Sam<sup>l</sup> Pratt, Tho<sup>s</sup> Fluker." <sup>12</sup>

And so the case stood for six years with a judgment in favor of the town in the Court of Common Pleas, but carried by appeal to the Superior Court. It failed to be prosecuted by reason of the mortality of the Allen family. The action was for the Eustis farm, which Richard Wharton had sold to Major Thompson of London, in whose family it still remained. Though all the farms were equally affected by Governor Bellingham's will, it was doubtless deemed good policy to proceed first for that estate owned by the Englishman, and in pos-

<sup>12</sup> [Nothing further is heard of this matter during the residence of Thomas Goldthwait in Chelsea. Apparently the antagonism between Colonel Goldthwait and Hon. Samuel Watts ceased about this time also. The town meeting which in May, 1761, elected Thomas Goldthwait the representative of Chelsea to the General Court, chose Hon. Samuel Watts moderator of its further business, a position which he had not held since the year 1757. At the next annual town-meeting Thomas Goldthwait was moderator and Samuel Watts, Jr., was chosen Town Clerk and a selectman, offices which he continued to hold by yearly election until 1766, when the dispute over Governor Bellingham's will was revived. Beginning with 1762, Thomas Goldthwait and Samuel Watts, Jr., served together continuously on the board of selectmen and on other town committees, as long as Goldthwait was a resident of the town; and in 1761 and 1763 Hon. Samuel Watts was chosen moderator of the town meeting after the election of Thomas Goldthwait as a delegate to the General Court. In June, 1760, Goldthwait was approved by the Council, of which Hon. Samuel Watts was a member, to pay the army "at the Westward" and thenceforth, until his removal to Fort Pownall in Maine, he was busily employed in army affairs.]



session of his tenants, rather than for the other farms, held by the Watts family, honored citizens of Chelsea.

Nothing more is heard of this business until 1766, when the town, dissatisfied with the old committee, or some portion of it, passed the following votes:

May 22,<sup>14</sup> "Voted to accept the Report of the Committee that was Chosen in the year 1757 to prosecute Gov<sup>r</sup> Bellingham's will; to Dismiss the former Committee and Choose a new one; to have five persons for the said Committee viz<sup>t</sup> Thomas Flucker, Esq<sup>r</sup>, James Pitts, Esq<sup>r</sup>, Lieu<sup>t</sup> Thomas Pratt, Samuel Pratt & Thomas Hill."<sup>15</sup>

For four years the matter remained in the hands of this new committee without anything being done, as appears from the following votes:

May 28, 1770,<sup>16</sup> "Voted to Receive a Verbal Report of the former Committee that was Chosen the Twenty Second Day of

" [This was the annual meeting for the choice of a Representative. In 1764 Samuel Floyd had been chosen in the place of Thomas Goldthwait, no longer a resident of Chelsea. In 1765 the town voted, 24 to 17, not to send a representative. This year it voted 27 to 12 to send; then Lieutenant Thomas Pratt was chosen its representative and moderator of its further business. The vote in the text followed. The preceding March, Thomas Pratt had been moderator of the annual meeting for the choice of town officers, when John Sale was chosen town clerk in the place of Samuel Watts, Jr., who was also not elected a selectman. He had held both offices since 1762; he was again elected a selectman in 1767, and town clerk in 1769. In May, 1768, he was chosen with Thomas and Samuel Pratt to petition the General Court for relief from overburdensome taxation.]

" [Thomas Flucker, James Pitts, and Samuel Pratt had served on the earlier committee. (*Supra*, p. 584, note 3.) Thomas Hill had recently purchased part of the Tuttle farm, he lived apparently in Malden. Thomas Flucker was a member of the Governor's Council, 1761 to 1768; James Pitts, 1766 to 1775. Andrew Oliver, Secretary of the Province, was the agent of Thompson for the Eustis farm. Samuel Watts, then owner of two of the Bellingham farms, was a judge in the County Court, and James Russell, part owner of the fourth, was an influential member of the Council.]

" [This was the annual meeting for the choice of a Representative; none had been sent to the General Court since 1766. The town voted "by a great Majority" not to send, and chose Lieutenant Thomas Pratt, Captain Jonathan Green, and Samuel Floyd to wait upon the General Court "to get some relief from our Taxes by reason that the Valuation is likely to Come on this present Year." Captain Green was one of the administrators of the estate of Hon. Samuel Watts, who died the preceding March. Lieutenant Thomas Pratt was then chosen moderator for the remaining business of the day.]

May 1766: Relative to Governor Bellinghams Will And Said Committee Reported that they Did not Prosecute the affair; to Choose a New Committee to prosecute Governor Bellinghams Will; to Choose five persons to prosecute the Same; as Committee men The Hon<sup>ble</sup> James Pitts Esq<sup>r</sup> M<sup>r</sup> John Baker Lieu<sup>t</sup> Samuel Pratt M<sup>r</sup> John Tucksbury m<sup>r</sup> James Floyd; to raise money to prosecute the affair of Governor Bellinghams Will; to raise the Sum of one hundred and Thirty three pounds Six Shillings and Eight pence Lawfull money to prosecute the affair of Governor Bellinghams Will.

["The Town met according to their Adjournment on Monday the Second Day of July, 1770 . . . to finish the Business of their May meeting Warrant. . . . Voted to add one person more to y<sup>e</sup> Committee Respecting the Affair of Governor Bellinghams Will.

"Voted] The Hon<sup>ble</sup> James Bowdoin Esq<sup>r</sup><sup>17</sup> be one of the Committee to Enquire into the affair of Governor Bellinghams will."

Dec. 13, 1770<sup>18</sup> "Voted not to assess the whole Sum of Money to prosecute Governor Bellinghams Will this present year viz: £133:6:8 that was Voted at May meeting Last past; voted to assess the one half of the above mention'd Sum Viz: £66:13:4 for the use and purpose above Said this present year."

Hon. Samuel Watts died March 5, 1770, but the town did not relax its efforts, as appears above. His eldest son, Samuel, and Jonathan Green administered on his estate. In their accounts are the following:

	Lawfull money
To 2 Days in Searching for & taking out 30 papers Relative to Governor Bellinghams will & the watts's title to the winnesimmet Farms <sup>19</sup> . . . . .	£0 . 12 . 0 . 0

<sup>17</sup> [James Bowdoin, later Governor of the State of Massachusetts, owned land at Pullen Point. (*Supra*, pp. 184, 266.) He was a member of the Governor's Council 1757 to 1769, negatived by Governor Bernard in 1769, elected by Boston to the House of Representatives, again chosen for the Council in May, 1770, and allowed by the Lieutenant-Governor, Thomas Hutchinson, to take his seat. The wife of Hon. James Pitts was a sister of James Bowdoin and of Thomas Flucker's first wife. In November, 1770, Flucker succeeded Oliver as Secretary of the Province. Thomas Hutchinson succeeded Oliver as Thompson's agent for the Eustis farm.]

<sup>18</sup> [This was the first town-meeting since July 2. Lieutenant Thomas Pratt was moderator.]

<sup>19</sup> Chamberlain MSS., ii. 77. An item in the account of Jonathan Green between March 27, 1770, and July 19, 1771. Another item in this account is,—"to 5 Days in Carry the Books & papers from Madam Watts's to my house & in Enquiring after a Scribe to post sd Book and sort y<sup>e</sup> papers & in agreeing with Capt Giles Harris to do sd work & in carrying sd Books &

To Cash p<sup>d</sup> To Attorneys, for Advice in y<sup>e</sup> Affair of Gov<sup>t</sup>  
 Bellingham's Will, at the desire of the Heirs of said  
 Estate " . . . . . £3 : 16 —

Four years later are the following votes:

March 14, 1774<sup>21</sup> " Voted so far to reconsider the Vote of the Town that was for raising and assessing Sixty Six pounds thirteen Shillings and four pence Lawful money that was to prosecute the Affair of Governor Bellingham's Will So much of it as is not as yet Expended Should be Diverted to the Town's use; that the money that is not Expended which has already been assessed In prosecuting the affair of Governor Bellinghams will Should go to pay of[f] the Towns Debt; not to forgive any one person that part of their Rates that was raised and assessed upon them in the year 1770 — Relative to prosecuting the affair of Governor Bellinghams Will in Samuel Watts's List<sup>22</sup> as a Collector."

The suit in behalf of the town, by the heirs of James Allen vs. Joshua and Abigail Eustis, tenants of the Eustis farm, entered at the October term, 1757, of the Court of Common

papers to him at Boston & in Inquiring after the meening of Sundry Charges & papers & Bringing them Back £ 1. 10. 0. 0 "

" Chelsea May ye 2d 1770

Received of m<sup>rs</sup> Sarah Watts nine bound account Book and three other account Books and a Large number of papers (as she saith) being all the papers and account books belonging to the Estate of the Honble Sam<sup>l</sup> Watts Esq<sup>r</sup> Late of Chelsea deceased that have come to her hands and knoledge since the Death of sd Deceased and also some other Books

A Coppy	J G.	{ one of ye admin istrators on said Estate " Chamberlain MSS., ii. 53.

Identical papers, with many others belonging to the town, which have been sought far and wide, were recently discovered in the house in which Captain Green lived after his removal from Chelsea soon after the Revolutionary War. Many of them will be found in this volume. But the account books are not yet found.

<sup>20</sup> Item from the account of Samuel Watts, [April 10, 1772, to] Feb. 4, 1773. Suff. Prob. Rec., L. 72, f. 349.

<sup>21</sup> [The moderator of this meeting was Samuel Sprague, tenant on the Cary farm of the Bellingham estates. Apparently a rough draft of the warrant for this meeting has been preserved in Chamberlain MSS., v. 81. It reads, — "no processes in the Law have since that time [1770] been had in the affair of sd will."]

<sup>22</sup> [Samuel Watts, grandson of Edward and Rebecca Watts, had been chosen a collector of taxes at the annual meeting in March, 1770. Obviously it did not suit his convenience to press the payment of a rate which would be used to destroy the title to his lands.]

Pleas at Boston, resulted in a verdict for the town, as has been said; but Thompson, the real defendant, appealed, and the prosecution of the case was delayed and finally defeated, it seems, by the death successively of some of the parties to prosecute it. This left the plaintiffs' judgment of 1758 inoperative by the appeal; but they had some sort of possession, as appears from the following depositions:

*Deposition of Abigail and William Eustis*<sup>22</sup>

"We Abigail Eustis widow, & William Eustis yeoman both of Charlton in the County of Worcester & Common Wealth of Massachusetts of Lawful age testify & say that some time in the year of our Lord seventeen Hundred & Fifty Eight, your deponants then Living in Chelsea in the County of Suffolk, on the Farm, then known by the name of the Eustis Farm, & at that time your deponants & the other Occupants on s<sup>d</sup> Farm, went out of the dwelling Hous & delivered possession of s<sup>d</sup> House & Farm, To the Heirs of the Rev<sup>d</sup> James Allen late of Boston Deceased by their Guardians & the s<sup>d</sup> Heirs Enterd & took Possession of the same at that time,— & your Deponants further say that in the year of our Lord seventeen Hundred & seventy five on the Nineteenth day of April Apprehending their Lives & property to be in danger on account of Hostilities which then Commensed left the whole of s<sup>d</sup> Premises without any Possesser or Occupant on the same.

Abigail Eustis  
William Eustis"

Appended is the usual certificate of the magistrate.

*Another Deposition of the Same Parties*

"We Abigail Eustis & William Eustis both of Charlton in the County of Worcester & Common Wealth of Massachusetts of Lawful age Testefy and say that your deponants liv'd on the Farm in Chelsea commonly called the Eustis Farm from the year 1730 the s<sup>d</sup> Abigail, & the s<sup>d</sup> William From the year 1745 To the year 1775, & on the 19<sup>th</sup> day of April in s<sup>d</sup> last mentioned year your deponants Apprehending their Lives & property to be in danger on account of Hostilities which then commensed between Briton & the then Province of Massachusetts Bay, Now Common Wealth of Massachusetts, left the whole of s<sup>d</sup> Farm & the Buildings without any Occupant on the same, & your Deponants further say that

<sup>22</sup> Chamberlain MSS., i. 69, 71.

during the whole time of their living on s<sup>d</sup> Farm they paid Rent To Mist<sup>r</sup> Cushing Oliver & Hutchinson whoo was then Reputed to be Attorneys or agents to the Thompsons, & your Deponants further say that they never new of any Rents being paid to any other person or persons to the best of their knowledge, & further your Deponants Saith not

Abigail Eustes  
William Eustis "

From the foregoing depositions taken in 1785, the first at the request of Phillips Payson, and the second at the request of Thompson, to be used in a suit hereafter given,<sup>24</sup> it appears that after the judgment of 1757 [1758], from which Thompson appealed, the heirs of Allen, in behalf of the town, took some sort of possession; but the Eustis family, Thompson's tenants, still occupied the estate and paid rent to his agents. So the town took nothing but a barren possession under their judgment; for while the case stood appealed, no execution could issue to put Allen's heirs into such legal possession as would sustain action for rent against the Eustis family. Therefore they paid rent to Thompson as before.

The Eustis family seem to have been loyalists,<sup>25</sup> and in fear of their lives after the 19th of April, 1775; for on that day, if their account is taken literally, they left the farm and went to Charlton. Even then the town did not enter upon the estate at once, but it remained vacant for some time.

#### THE TOWN IN POSSESSION

March 11, 1776.<sup>26</sup> "Voted that the Farm that m<sup>r</sup> William Eustis Lately Lived on In Chelsea be left to the Care of the Selectmen with Respect to the Last years Improvement of the above Said Farm."

March 25, 1776.<sup>27</sup> "Voted to Chuse a Committee of five parsons — Viz. . . . Cap<sup>t</sup> Sam<sup>l</sup> Sprague Cap<sup>t</sup> Jon<sup>th</sup> Green Joseph Green Jon<sup>th</sup> Williams & Sam<sup>l</sup> Floyd jn<sup>r</sup> the above Committee is to Let

<sup>24</sup> [Chap. xviii. They bear the endorsement: "July Term 1785, opened & filed. Atts Ezek: Price Cler." The depositions were taken at Charlton before Jacob Davis, J. P., the first on July 14, the second on July 25.]

<sup>25</sup> [*Supra*, p. 367.]

<sup>26</sup> [This was the annual town meeting.]

<sup>27</sup> [Between this and the preceding meeting the town and harbor of Boston had been evacuated by the British. Thompson, the owner of the farm, was an Englishman, and his agent an emigrant Loyalist.]

out the farm Known by the Name of Eustis farm for one year then Voted to Indemnify the committee in Leting the above s<sup>d</sup> farm."

This last vote and others which follow indicate a doubt of the town as to the validity of the town's possession.

March 10, 1777.

" 1<sup>st</sup> Voted and Chose Cap<sup>t</sup> Samuel Sprague, Cap<sup>t</sup> Samuel Sargeant, & Cap<sup>t</sup> Jonathan Green, A Committee to Take possession of a Certain Farm in Chelsea known by the Name of Eustis's Farm In behalf of the Inhabitants of Said Town of Chelsea by Virtue of Governor Richard Bellinghams Last Will and Testament. And also by Virtue of a Judgment of Court [that of 1753] in favour of Said Town whereby Said farm was Recovered.<sup>28</sup>

2<sup>nd</sup> Voted to Impower Said Committee In behalf of the Town of Chelsea to let out Said Farm, for one year next after the present Lease thereof is out, and that the Money Said Farm is Let for, to be paid into Said Town's Treasury, to be used by the Town for or towards the Support of an Orthodox Gospel Minister In Said Town."<sup>29</sup>

May 26, 1777. "Voted to adjourn the affair of Messu<sup>rs</sup> Joseph Oliver and Ezra Brintnall Relative to the Farm they hired of the Town,<sup>30</sup> that their Accounts may be adjusted at the next Town meeting. . . . This Town meeting was adjourn'd over to the next Town meeting to Consider of the affair of Joseph Oliver and Ezra Brintnall Respecting their accounts of Repairing the buildings and the fences on the Farm they hired of the Town — The

Chelsea April ye 16th 1777

Received of Jonathan Green town treasurer as a witness to the takeing possession of Eustises farm one shilling L. m.

Ebenezer Sargeant (Chamberlain MSS., vi. 45).

" "Chelsea December the 23<sup>d</sup> 1777 —

These may Certify that according to the Best Computation we can make and the Best accounts we have it appears to us that Robert Temple Esqr And his Father have paid in Chelsea for the Farm he hired in Chelsea of m<sup>r</sup> Yeomans and his heirs Eleven pounds ten Shillings Lawful money as Extraordinary Charges by Taxes towards paying for Chelsea parsonage, Buildings, and Lands, and towards the Cost of Said Towns Law Suits Exclusive of the Ministers Salary

Samuel Sargeant	} Assessors and Selectmen of Chelsea.
Samuel Watts	
Jonathan Green	
Daniel Pratt	

(Chamberlain MSS., vi. 55.)

<sup>28</sup> [*Infra*, p. 597.]

Town Voted to refer said article over to the next Town meeting. At a Town meeting . . . in Chelsea on Thursday ye 8<sup>th</sup> Day of January 1778. . . the moderator of the former meeting Viz : Cap<sup>t</sup> Samuel Sargeant appeared at this Town meeting and Called for a Vote to see if the Town would Dismiss the Article in the former Warrant Relative to Joseph Oliver and Ezra Brintnalls accounts that was Referred over to this present Town meeting. And the Town Voted to Dismiss Said article as above Said. And then the Town Voted to adjourn the aforesaid Town meeting Without Day, accordingly the Moderator adjourn'd Said meeting Sine Die The Warrant for this Town meeting being read And return'd The Town proceeded to the Choice of a Moderator, accordingly The Town Voted and Chose Cap<sup>t</sup> Jonathan Green Moderator of this present meeting. — for to finish the Business of this Warrant —

the accounts of Joseph Oliver & Ezra Brintnall being read Relative to their Repairing the buildings and fences on the Farm they hired of the Town the Last year . and also for poles and posts they Brought on said Farm and also for Cash they paid Cap<sup>t</sup> Sprague for raising men to go in the War, as by their account may appear the Vote was Called to See if the Town would allow the whole of the above said accounts and Voted not to allow the whole of said Joseph Olivers and Ezra Brintnalls accounts. —

Voted to allow to Jacob Shute the Sum of . . . . .	£3 - 19 - 7
Voted to allow for the boarding of Jacob Shute 22 Days . . .	1 - 12 - 0
	16s/3d }
Voted to allow m <sup>r</sup> Edes for mending the Windows twice . . .	1 - 12 - 0
	15s/9d }
Voted to allow for makeing the hogsty, Celler Stairs & Laying a Linter flour . . . . .	1 - 4 - 0
Voted not to allow the Quarter of Dollar for nails 1s/6d . .	0 - 0 - 0
Voted to allow the Cash paid to Cap <sup>t</sup> Sprague for raising men to go in the war . . . . .	1 - 19 - 5 - 2
Voted to allow to Ezra Brintnall for raising men for to go In ye War the Sum of . . . . .	10 - 0 - 0
Voted to allow Ezra Brintnall for two hundred poles the Sum of . . . . .	4 - 16 - 0
Voted to allow for forty Seven posts — the Sum of . . . .	2 - 7 - 0
Voted to allow for the Boating and Carting Said poles & posts as may be made to appear by olivers and Brintnalls accounts as afore said	1 - 0 - 0
	Sum Total . . £28 - 10 - 0 - 2

Voted to choose a Committee to let the Farm out now under the Improvement of Joseph Oliver & Ezra Brintnall this present year; and Chose as a Committee for the above Said purpose Cap<sup>t</sup> Jonathan

Green Cap<sup>t</sup> Samuel Sprague Cap<sup>t</sup> Samuel Sargeant (in behalf of the town and that the town will Indemnify the Com<sup>ty</sup>)”<sup>31</sup>; also “to let the farm out for one year only from the first Day April next Ensuing. — Voted that the Farm be let out at publick Vendue<sup>32</sup> to the highest Bider proper notice being given by Notifications being posted up in three or four of the adjacent Town’s”; and further “that the Committee that was Chosen by the Town to let out the Farm known by the Name of Eustis’s Farm, be a Committee to get a Copy of the Judgment of Court whereby a Certain farm known by the name of Eustis’s Farm was recovered now under the Improvement of mess<sup>rs</sup> Joseph Oliver and Ezra Brintnall. And also Voted that the Town would be at the Cost of getting the Copy as afore Said. The Committee that was Chosen for the above Said purpose are as follows Viz: Cap<sup>t</sup> Samuel Sprague Cap<sup>t</sup> Jonathan Green and Cap<sup>t</sup> Samuel Sargeant.”

No document in this case have I searched for more assiduously than the above-mentioned judgment, but in vain,<sup>33</sup> though I cannot see how it would have been of the least value after Thompson’s appeal.

May 22, 1778. “Voted to appropriate the Sum of Eighty pounds out of the Rent of the Farm Mess<sup>rs</sup> Joseph Oliver and Ezra Brintnall [who appear to have succeeded Eustis as tenants] lives on to the Reverend m<sup>r</sup> Phillips Payson towards his Salary which will be Due the Twenty Sixth day of October 1779: the above Said Sum is in full for the afore Said Term and the above Said Sum to be paid out of the Town’s Treasury”; but “not to appropriate y<sup>e</sup> Remaining part of the Rent money to any use at this present town meeting. . . .”

The town made a great mistake in using the rents and profits of this farm under the suspended judgment, as it was obliged

<sup>31</sup> [The clause in parentheses was interlined in the original.]

<sup>32</sup> “To Cap<sup>t</sup> Jonathan Green The Town’s Treasurer or his Successor In Said Office

Sh<sup>rs</sup> please to pay to Samuel Watts The Sum of Two pounds three Shillings it being for Liquor found at the Vendueing of y<sup>e</sup> Farm known by the Name of Eustis’s Farm

£2-3-0-0-

Dated at Chelsea the

10:th Day of February 1778” —

Endorsed on back: “Received the contents of the within order. Samuel Watts.” (Chamberlain MSS., vi. 60.)

<sup>33</sup> [*Infra*, pp. 610-613.]

By order of the Select-men  
Samuel Watts Town Clerk



to repay thee whole to Thompson.<sup>34</sup> A vote of January 18, 1779, settles the fact that Joseph Oliver and Ezra Brintnall were tenants of the Eustis farm.

Jan. 29, 1779. "Voted to give to the Reverend m<sup>r</sup> Phillips Payson the use Benefit and Improvement of the Farm known by the Name of Eustis's Farm for the Term of one Year from and next after the first Day of April in the year 1779 to the first day of April. 1780: And then Said Farm to be resigned up to the Town or a Committee Chosen by the Town to receive the Same — And the Said Farm or those that Occupy Said Farm to be Subject to Taxes Equal with other farms in Chelsea according to the Value thereof And that the Reverend m<sup>r</sup> Phillips Payson be at no Cost or Charge in getting possession of Said Farm and also that the Reverend m<sup>r</sup> Phillips Payson pay no Rent for the farm for Said Term of time And also that the Reverend m<sup>r</sup> Phillips Payson Deliver the Said farm with the Buildings and fences thereon, In as good order and repair as he receiv'd it in (Extraordinary Casualties Excepted) — With as much Dung on the farm as he receives. Voted to Choose a Committee to take possession of Said farm from the present tenants in behalf of Chelsea and Likewise that Said Committee put the Reverend m<sup>r</sup> Phillips Payson into possession of Said Farm on the begining of next April: and Likewise that Said Committee Receive possession of Said farm from the Reverend m<sup>r</sup> Phillips Payson at the years End. Which will be on the first Day of April. 1780. In behalf of the Town of Chelsea"; also "to Choose a Committee of Three persons in order to put the Reverend m<sup>r</sup> Phillips Payson into Possession of the above and beforemention'd Farm; the Committee men for the above Said purpose" to be "Cap<sup>t</sup> Samuel Sprague Cap<sup>t</sup> Samuel Sargeant and Cap<sup>t</sup> Jonathan Green. Voted to Jndemnify said Committee from all Cost and Damage by said trust in said affair"

Having taken the Eustis farm, the town thought it best to seize another of the Bellingham estates, though without the sanction of legal proceedings, so far as is known.

<sup>34</sup> [The town held the farm from 1775 until 1787, twelve years; it settled with the attorney of Robert Thompson for ninety pounds in 1788, and paid £12 as costs of court. (*Infra*, p. 630.) For a little over three years, November 20, 1780, to April 1, 1784, Rev. Phillips Payson accepted the farm in lieu of an annual salary of £80 as minister of the town. Possession by the town during the war was, under the circumstances, natural, and for all parties advantageous. The farm buildings were repaired (*supra*, p. 596), and did not suffer from the populace, as did many estates of Loyalists and Englishmen.]

April 12, 1779 "Voted to Chuse a committee of five parsons to take persesion of a farm in Chelsea Known by the Name of Deacon Daniel Wattses farm" (the Carter farm), and "as a Committee Cap<sup>t</sup> Sam<sup>l</sup> Sprague Cap<sup>t</sup> Sam<sup>l</sup> Sargeant m<sup>r</sup> Benj<sup>a</sup> Henderson m<sup>r</sup> Daniel Pratt m<sup>r</sup> Joseph Green then Voted to make addition of two more. Voted Lieu<sup>t</sup> Jon<sup>th</sup> Williams & Lieu<sup>t</sup> James Stowers all the above Named parsons are Chosen as a committee to take Porsesion of a farm known by the Name of Deacon Daniel Wattses farm. Then Voted to rase a Sum of money to Defray the Charge that should arise in taking porsesion of the aboue s<sup>d</sup> farm and keeping the same; to Rais a sum of four Hundred pounds to Defray the Charge in taking & keeping posession of the aboue s<sup>d</sup> farm"; also "to Defend an[d] Endemnify the above s<sup>d</sup> Committee in taking and in keeping posession of the above s<sup>d</sup> farm then Voted to Defend those parsons that keep possession of the above said farm."

I find no evidence of an actual taking agreeably to the foregoing votes.<sup>35</sup>

March 13, 1780 "Voted to Indemnify and save harmless the Rev<sup>d</sup> Phillips Payson from all Damiges on account of his Improueing the farm Call<sup>d</sup> Eusteses farm the Last year"; also "to Chuse a Committee to Lett out the farm call<sup>d</sup> Eustesis farm for one year"; and "as a Committee Cap<sup>t</sup> Jonathan Green Cap<sup>t</sup> Sam<sup>l</sup> Sargeant Cap<sup>t</sup> Sam<sup>l</sup> Sprague Then the town Voted to Give to the Rev<sup>d</sup> m<sup>r</sup> Payson the Improuement of the Buildings and farm in Chelsea that is Called Eusteses farm for one year Next after the first Day of april 1780 to the first Day of april 1781 towards his Support and Likewise Voted to Indemnify and Save harmless the Rev<sup>d</sup> m<sup>r</sup> Payson from all Damiges that may arise on a Count of his Improueing the above Said farm and Buldings this present year and that the Rev<sup>d</sup> m<sup>r</sup> Phillips Payson Deliver the said farm with the Buildings and fences thereon in as good order and repair as he received it in Extraordinary Casualties Excepted with as much Dung on the farm as he receives Voted to Jndemnify s<sup>d</sup> Committee."

November 13, 1780, the Selectmen ordered the Town Treasurer to pay "to the Rev<sup>d</sup> m<sup>r</sup> Phillips Payson the Sum of Eighty pounds of Lawfull money which is in full for his Sallary from the 26<sup>th</sup> day of oct<sup>r</sup> 1779 to the 26<sup>th</sup> of oct<sup>r</sup> 1780 with what he has heretofore had by the profitts of a farm called Eustices farm."<sup>36</sup>

<sup>35</sup> [See *infra*, p. 614. Danforth vs. Sargent et al. Benjamin Henderson was moderator; this was the only business transacted.]

<sup>36</sup> Chamberlain MSS., vii. 27.

But the later votes indicate a change by which, with certain new features, the use of the farm should be a substitute for his salary.

November 20, 1780. "Voted that the town of Chelsea Do give to the Rev<sup>d</sup> mr Philip Payson the Improvement of the farm in Chelsea that is known by the name of Eusteses farm for the term of three years if he can and Does peaceably Injoy the Same So Long in the Lieu of the Eighty Pounds that the town Voted to give the Said Rev<sup>d</sup> m<sup>r</sup> Payson as a annual Sallary and Said farm to be free from all Publick Rates and taxes Dureing said tarme provided that the Rev<sup>d</sup> m<sup>r</sup> Payson for and in Consideration of The Improvement of Said farm Does give the town of Chelsea a full Discharge annually So Long as he Does Improve Said farm for his annual Sallary of Eighty Pounds of Lawfull money that the town Voted to him and also Voted that the town will Indemnify and Save the Rev<sup>d</sup> m<sup>r</sup> Payson harmliiss from all Damages for his Improveing Said farm Dureing Said term Voted nevertheless it is understood & agreed by and with Said Payson and the town that at the Expiration of the above term of three years or when Ever he shall be put out of Possession of Said farm then the old Contract of Eighty Pounds Shall take place and hold good. Voted and it is further agreed upon by the town and the Revd m<sup>r</sup> Payson that at any time within Said tarm of three years if the town Should think proper to give up their Claim to Said farm then in that Case the Said Payson Shall resine up S<sup>d</sup> farm and Said Contract of Eighty Pounds Shall at that time take Place again Voted further the town Does prosed in the above Said affare by Vartue of Gouener Richard Belinghams Will and by Vartue of a Judgment of Court." <sup>27</sup>

\* The following bill (Chamberlain MSS., vii. 49) is for work done on the Eustis estate, in possession of Rev. Phillips Payson under the votes given above.

" Chelsea, March ye 17th 1781

The town of Chelsea to Caleb Pratt Dr to a Difecult Joab Dun on the House of Eustess So Colled to the Hole a mount with Stuff in Cludey  
£0: 6: 8 Erors Excepted Caleb Pratt

Chelsea, Febery 2th 1782

the town of Chelsea to Caleb Pratt Dr to makin a well Curb for Wenese met  
Farm £0: 6: 0

Caleb Pratt

Chelsea feby: 18: 1782

Capt Jonathan Green Towns Tresurer. Sir please to pay to Caleb Pratt out of Chelsea treasury twelve Shillings and Eight pence Lawfull money it being the whole amount of the within a count

£0: 12: 8 By order of the Selectmen Sam<sup>l</sup> Sprague Town Clerk

Oct ye 29th 1783

Recd the Contents Caleb Pratt.

The next vote indicates that Thompson was making trouble.

July 22, 1782. "Voted that the town will defend their Claim to the farm Called Eustis' farm, by virtue of the Late Gov<sup>r</sup> Bel-linghams will, & the Judgment of Court, (which farm the town of Chelsea have had some years in quiet possession) against all Suits & actions that may be brought Voted to Choose a Committee of five persons in Conjunction with Rev<sup>d</sup> Phillips Payson to defend S<sup>d</sup> farm; at their own Expence, with S<sup>d</sup> Payson, & in Case they Succeed, S<sup>d</sup> Payson to have the profit of S<sup>d</sup> farm during his ministry in Chelsea, Exclusive of his Stated Salary, S<sup>d</sup> Committee upon bearing a due proportion of the Charge in S<sup>d</sup> Defence, shall be exempted from their proportion of the eighty Pounds Salary, in Case they Succeed in defending S<sup>d</sup> farm; & the Sum their proportion of the eighty Pounds Salary amounts to, shall be deducted from S<sup>d</sup> eighty Pounds. Voted Cap<sup>t</sup> Jonathan Green, Cap<sup>t</sup> Sam<sup>l</sup> Sprague, Joshua Cheever Esq<sup>r</sup>, Cap<sup>t</sup> James Stower, Cap<sup>t</sup> Sam<sup>l</sup> Clark for the above S<sup>d</sup> Committee Voted to omit the rest of the articles in the warrant respecting S<sup>d</sup> farm."

May 11, 1784. "Voted to raise Eighty Pounds for Rev<sup>d</sup> M<sup>r</sup> Paysons Salary this present year begining the first Day of april 1784 Exclusive of the farm he improved at the ferry he giving the Town a Discharge for all Demands he has against the town to the first day of Said april, and he gave the town a Discharge the same Day."

Chelsea May 14. 1781

To the Selectmen of the Town of Chelsea

Gent<sup>l</sup>

I hereby inform you that on the twenty seventh of Apl last I brought into this Town the Widow Rebeckah Payne with her Children, and have put them into the house on the Eustiss farm, I brought them from the Town of Abington in this Commonwealth, and their Names and ages are as follow viz

Widow Rebeckah Payne aged about 40 Years  
Her daughter Rebeckah Payne aged about 20 years  
also her Daughter Bethany Payne aged about 18 years  
and her Daughter Hannah Payne aged about 16 years  
her son Ebenezer Payne aged about 14 years  
and her Daughter Sarah Payne aged about 8 years  
also her daughter Mary Payne aged about 4 years

This information is in compliance with a former Law of this Coniion-wealth, from

Your humble Servt

To the Gent<sup>l</sup> Selectmen of the Town of Chelsea Phillips Payson

(Chamberlain MSS., vii. 50.)

APPENDIX 1<sup>1</sup>

COL. THOMAS GOLDTHWAIT, as he wrote his name, merchant, selectman, commissioner to adjust the affairs of the Land Bank, representative to the General Court, truck-master, judge, loyalist and refugee, was doubtless well known in his day, for he was a man of ability and unbounded enterprise; but his name is hardly a tradition at Point Shirley, where he resided for some years, and became a man of influence in the affairs of Chelsea.

Thomas Goldthwait was the son of Capt. John Goldthwait by his second wife, Jane (Tawley) Halsey. His father lived at the North End of Boston, attended the church of Increase and Cotton Mather, and in 1714 was one of the founders of the New North Church. His grandmother, wife of Samuel Goldthwait of Salem, was a daughter of Ezekiel Cheever, the schoolmaster, and a sister of Rev. Thomas Cheever of Rumney Marsh. His half brother Ezekiel was for twenty years (1741-1761) Town Clerk of Boston, and for over thirty years (1740-1776) Registrar of Deeds for Suffolk County; also Clerk of the Inferior Court of Common Pleas. Major Benjamin and Captain Joseph Goldthwait, half-brothers also, served in the expeditions to Louisburg, Cape Breton, or Crown Point.

Thomas Goldthwait was born in Boston January 15, 1717/18. August 26, 1742, he married Esther Sargent, daughter of Colonel Epes Sargent of Gloucester.<sup>2</sup> Their children, recorded at Boston, were:

1. Thomas, born April 27, 1743; died March 25, 1749.

2. Catharine, born Jan. 5, 1744/5. Apparently she was adopted about 1758 by Henry Barnes, the merchant in Marlborough who

<sup>1</sup> [After Judge Chamberlain gathered his account of Colonel Goldthwait and the appearance of the Goldthwait Genealogy, he added some items which had escaped his notice, and intended to make a rearrangement and to incorporate some new matter, but finding himself unable to do so, left this and some other matters to his editor. This intention has been carried out, and a few facts added as to life at Point Shirley and Colonel Goldthwait's political career during the years in which he represented the town in the General Court. For a fuller account of his life in England, and his ancestors and descendants, see the Goldthwait Genealogy.]

<sup>2</sup> The intention was filed in Boston July 7, 1742. The late Lucius Manlius Sargent of Boston belonged to this family, also Epes Sargent, editor of the Boston Evening Transcript, and Epes Sargent Dixwell, Head Master of the Public Latin School of Boston.



*M<sup>o</sup>. Goldschmidt*

## APPENDIX 13

[illegible]

Goldthwaite was the son of Capt. John Goldthwaite, and wife, Jane (Thawert) Harvey. His father, being a Quaker, attended the church of Friends at Newburyport, Mass. He was one of the founders of the First Church of Christ in the city, wife of Samuel Goldthwaite. He was a member of Field's Class, the schoolmaster, and then, Elder of the Church of Friends, March. His wife died at her residence nearly years (1770-1811). Their children were: Elizabeth (1770-1836) Rogers of New York County, also Clerk of the Inferior Court of Essex, Major to Captain and Captain Joseph Gould and also served in the expedition to Louisbourg, Cape Breton Point.

Thomas C. Delmont was born in Boston January 25, 1861. He married Esther Sargent, daughter of Fox Sargent of Gloucester.<sup>2</sup> Their children, recorded in

1.  $\beta^2 = 1$ ,  $\alpha = 0$ ,  $\gamma = 1$ ,  $\delta = 1$ ;  $\beta^2 = 1$ ,  $\alpha = 0$ ,  $\gamma = 1$ ,  $\delta = 1$ .

and the first was on Jan. 7, 1946. A month later  
the second was on June 8, 1946. The next day

But the evidence is that he also suffered the agonies of a heart that was weary of the confusion of the city, as noted by the way he left his office and his home, as if he had been driven to some new home, but perhaps his wife would not have been so ready to let him go. His confusion has been a constant accompaniment to his life, and it is not clear whether it is due to the life of a man of letters, or to the life of a man of letters, or to the life of a man of letters.

was filed in London July 1, 1942. The following is being submitted to you for your information. The following is a large number of copies of the original document submitted to the School of Education.



*Mr. Goldthwait*



Mr To U

contributed to the rebuilding of King's Chapel in 1747, and who concealed from the patriotic party, intent on their capture, Captain Brown and Ensign D'Berniere when sent by Governor Gage in February, 1775, to sketch the roads between Boston and Worcester. In December, 1775, she prayed the interposition of the General Court, stating that she was his niece and adopted heir, had lived with him about seventeen years, and on his departure from the town was left with a part of his family in possession of his estate; but the Committee of Correspondence of Marlborough had entered upon it, sold a part, and proposed to dispossess them entirely.<sup>3</sup> In 1777 she was in Bristol, England, with Henry Barnes and his wife.<sup>4</sup> In *The Gentleman's Magazine*, November, 1784, is this: "Married at Pool, Dr. Sylvester Gardiner formerly of America, aged eighty [he was 77] to Miss Catherine Goldthwait, daughter of Thomas Goldthwait, Esqr., late of Penobscot in New England, aged twenty eight" (she was 40). Gardiner, Maine, was named for her husband. Mrs. Gardiner, left a widow in 1786, married William Powell, a wealthy merchant of Boston. She had no children but adopted two of her grandnieces. She lived on Beacon Street, and died in 1830, aged eighty-six.

3. Esther, born Jan. 11, 1745/6; married (1) July 4, 1765, Capt. Timothy Rogers of Gloucester; (2) June 7, 1770, Peter Dolliver of Gloucester, sea captain. Her son Timothy Rogers (born 1766) entered the British Navy, and died at Lisbon in 1797.

Feb. 19, 1746/7, Thomas Goldthwait was married by Rev. Roger Price of King's Chapel to Katharine Barnes, sister of Henry Barnes abovementioned. The children of Thomas Goldthwait by his second wife were:

4. John, born July 9, 1748; died Sept. 15.

5. Thomas, born June 4, 1750; baptized in Trinity Church, Boston, June 17, Josiah Quincy being one of the sponsors. He married in England, but returned to America in 1792. Hon. George Goldthwait, at one time a student at the Boston Latin School, Chief Justice of the Supreme Court of Alabama in 1856, Adjutant General of the State under the Confederacy, United States Senator 1870 to 1877, was his son; as was also Hon. Henry Goldthwait, Judge of the Supreme Court of Alabama 1839-1847. His daughter Anne married John A. Campbell of Alabama, a Justice of the United States Supreme Court, later Assistant Secretary of War for the Confederate States.

6. Elizabeth, born August 23, 1751; married Richard Bright

<sup>3</sup> House Journal, December 13, 1775.

<sup>4</sup> Sabine, *Loyalists*, i. 211.

of Walthamstow, England; and died without issue Feb. 12, 1840.

7. Mary, born March 1, 1753; married Francis Archibald, Jr.

8. Jane, baptized Feb. 16, 1755, at Trinity Church, Boston; died unmarried at Walthamstow, England, Feb. 13, 1804.

9. Henry, born in Chelsea, March 29, 1759; at the age of sixteen was a private in his father's company at Fort Pownall; later entered the British army, and died at sea in 1800. Oliver C. Goldthwait of London was his great-grandson.

At the outbreak of the War of the Revolution, Thomas Goldthwait commanded Fort Pownall at the mouth of the Penobscot, about six miles northeast of Castine.<sup>5</sup> In September, 1763, he was appointed by Gov. Bernard captain and truckmaster there; in November, Justice of the Peace and of the Quorum for Lincoln Co. He moved thither, apparently, in the spring of 1764. Governor Francis Bernard and Thomas Goldthwait purchased lands from Jedidiah Preble, the former commander of the fort, and in 1766 secured from the heirs of Gen. Waldo two-fifths of a tract of 2400 acres adjoining this, near the fort, and attempted a permanent settlement.<sup>6</sup> August 5, 1767, he was commissioned a special Justice of the Court of Common Pleas for Lincoln County, and in 1769 Colonel of the Second Regiment of the Lincoln County militia. He was superseded at the fort, it is said, by John Preble, son of its first commander, in 1770, and reinstated by Gov. Hutchinson in 1771. He was empowered to call the first town meeting of Belfast, Maine, and was chosen moderator when it met Nov. 11, 1773. In 1775 the fort, while under his command, was dismantled by Capt. Mowatt of the British sloop *Canceau*, who afterwards destroyed Falmouth. Later the people of Belfast appeared in force and compelled Goldthwait to deliver to them arms and ammunition. The House of Representatives did not approve his conduct at the dismantling of the fort, and in voting the pay roll for Fort Pownall, Oct. 25, 1775, excepted his name.<sup>7</sup>

Sabine says: "Early in the war he embarked for Nova Scotia, was shipwrecked on the passage, and perished"; but it was otherwise. It does not appear where he was between 1775 and 1779, when, in September, he arrived in New York City on "His Majesty's Ship *Blonde*," A. Barclay, Esq., Commander, which

<sup>5</sup> For an account of this fort see Williamson, *History of Belfast, Maine*, pp. 50-58; *Bangor Hist. Mag.*, vii. 61. The Journal of Governor Pownall during his expedition to erect it is in *Maine Hist. Soc. Coll.*, v. 365.

<sup>6</sup> See Knox Papers, li. 1, 11; 1. 176-180, in MSS. Coll. N. E. Gen. Soc.

<sup>7</sup> *House Journal*, p. 194; also *Journals of the Provincial Congress*, May 15, 1775.

brought advices of British successes on the Penobscot.\* Dec. 23, 1779, he sailed thence for England, where Hutchinson notes his arrival at Portsmouth, Feb. 15, 1780.<sup>9</sup> Curwen<sup>10</sup> wrote June 28, 1782, "Met T. Goldthwait, and rode with him to Charing Cross; invited me to dine at his house, Walthamstow" (near London). Also July 27, 1782, "Dined at New England Coffee-House on fish, in company with Mr. Flucker, Francis Waldo, Mr. Hutchinson, Thomas Goldthwait." July 29. "Through Hackney to Walthamstow, where dined with Mr. Goldthwait."

According to the gravestones in Walthamstow churchyard his wife Catherine died Dec. 16, 1796, aged 81, and he died August 31, 1799, aged 83. Two nephews, sons of his brother Joseph, were accounted loyalists: Joseph, Major and Barrack-master of the King's troops in Boston, proscribed and banished in 1778, died in New York Oct. 3, 1779; and Philip, an officer of the customs at Biddeford, Maine, at the outbreak of war, and later, it is said, a member of the King's household as Gentleman of the Bed Chamber.<sup>11</sup>

Some very unfavorable accounts of Col. Goldthwait have been published, which I do not feel at liberty to withhold, but in referring to them suggest, first, that they were mainly written after he had become obnoxious as a loyalist; secondly, that his position on the Penobscot was one in which it would have been impossible to protect the just rights of the Indians against turbulent frontiersmen outside any efficient government, without incurring their hostility, since their only sense of justice was their desire for exclusive possession of lands which rightfully belonged to the original occupants. In 1859, one hundred years after the founding of the fort, a writer in the *New England Historical and Genealogical Register*<sup>12</sup> said: "Col. Goldthwaite has left behind him in the valley of the Penobscot a bad reputation. He was arbitrary, cruel, and an extortioner. The Indians complained loudly of his unfair treatment of them in his dealings with them." This view of the man was accepted by Joseph Williamson, the historian of Belfast, Maine, who speaks of him as "an unscrupulous man of considerable ability."<sup>13</sup> R. Goldthwait

\* R. Goldthwait Carter, "Col. Thomas Goldthwait — Was He A Tory," p. 95.

<sup>9</sup> Diary, ii. 341.

<sup>10</sup> Journal and Letters (ed. 1864), 381.

<sup>11</sup> Boston Transcript, December 2, 1893; House Journal, Nov. Sess. 1775, pp. 225, 227, etc.

<sup>12</sup> Vol. xiv. 8.

<sup>13</sup> See also his letter to Judge Chamberlain, November 17, 1893, in Chamberlain MSS., viii. 135; Bangor Hist. Mag. (November, 1886), v. 87.

Carter read before the Maine Historical Society Dec. 19, 1895, a paper on "Col. Thomas Goldthwait — Was He a Tory?" which shows much research, and a commendable purpose to rescue from reproach one whose blood he inherits.

Col. Thomas Goldthwait's connection with Chelsea extended over about ten years. Sept. 1, 1752, Henry Atkins, Ezekiel and Thomas Goldthwait, and four associates purchased from Lt. Thomas Pratt 140 acres at Point Shirley,<sup>14</sup> where a fishing station was established. This enterprise was favored by Gov. Shirley, whose name was given to the locality. It also received encouragement from the town of Boston, which voted May 15, 1753, to lease Deer Island to the proprietors for seven years at twenty shillings a year on condition that twenty vessels belonging to the inhabitants of Boston should be employed in the fishery at the Point, "the above said Vessells to be of the Burthen of Forty Tuns, One with the other."<sup>15</sup> The lessees were to keep the buildings in repair, and pay the taxes. At a town meeting held June 12, 1758, inquiry being made whether the condition had been complied with, the proprietors acknowledged that they had been prevented by the war with the French from sending out as many vessels or schooners as their lease required, "having had three or four Vessells taken when a fishing by the French," but when the war ended "they intended to carry on the Fishery again at said Point Shirley." They offered to yield up the island to the town. Thomas Goldthwait was lessee of the island from Dec. 1, 1758 to Dec. 1, 1765 at £28 a year, and Ebenezer Pratt was his under-tenant.<sup>16</sup> The fishing enterprise at Point Shirley was doomed to ultimate failure.

Apparently Thomas Goldthwait, a merchant in Boston, was heavily in debt when, a few years after the purchase, he settled at Point Shirley. Thus April 5, 1750, he owed Josiah Quincy £300, and November 24, 1753, James Boutineau of Boston, merchant, a like sum. Neither had been paid June 1, 1757, when he mortgaged his interests at Point Shirley to his brother Ezekiel to secure the latter in serving as his bondsman. His interest then was one eighth of the lands, "Together with all such Dwelling Houses Warehouses Edifices & Buildings that I have Erected, or that now stand upon said Land."<sup>17</sup> Feb. 15, 1753, he denominated himself in a conveyance as of Boston; July 17, 1755, as of Chelsea.<sup>18</sup> One

<sup>14</sup> Suff. Deeds, L. 81, f. 154.

<sup>15</sup> Boston Rec. Com. Rep., xiv. 236, 237.

<sup>16</sup> *Supra*, p. 143. In 1759, troops were in barracks at Point Shirley.

<sup>17</sup> Suff. Deeds, L. 91, f. 2.

<sup>18</sup> *Ibid.*, L. 82, f. 35; L. 87, f. 121. The birth of his daughter Mary, March 1, 1753, was recorded at Boston; that of Henry, in 1759, at Chelsea; that of Jane at neither place.

of his shop-bills,<sup>17</sup> June 26, 1754, to February 19, 1756, indicates that he carried on a general merchandise business, possibly at Point Shirley, where he was taxed in 1755 for four schooners, and for his "faculty," as a man's ability and opportunities for acquiring wealth were called.

In March, 1753, and again in 1754, the town of Chelsea voted to remit the year's taxes to the proprietors and inhabitants of Point Shirley; but by 1755 the business was prosperous apparently. The residents then came forward to demand a share in the management of town affairs. March 10, 1755, Chelsea voted "y<sup>t</sup> the Freeholders of Shirley point & oth<sup>r</sup> Inhabitants legally qualified be Voters in our Town Meetings"; also that "the Number of Select Men be 5 and 1 of 'em to be at Shirley point." Thomas Goldthwait was the selectman chosen. Two constables were also elected, one of whom, "Jn<sup>o</sup> Wormsted," was from Point Shirley. In May of the same year, it was voted to post notifications of town meetings at Shirley Point. At the annual town meeting in March, 1756, Thomas Goldthwait was again chosen selectman and "John Wormstill," constable, and Capt. Moses Bennett "Survey<sup>r</sup> of high Ways at y<sup>e</sup> point." New officials were then created, cullers of fish: John Wormstill and John Pomeroy. May 18, 1756, Thomas Goldthwait was chosen moderator of the town meeting, an honor hitherto reserved for Hon. Samuel Watts or Capt. Nathaniel Oliver. At this meeting it was voted that the tax collected at Point Shirley for the support of the ministry should be expended there.<sup>20</sup> June 27, 1757, John Chandler was approved by the selectmen as innholder at the Point.<sup>21</sup>

Throughout his residence at Point Shirley Thomas Goldthwait was one of the leading men of Chelsea, and from 1757 its representative in the General Court.<sup>22</sup> From the first he seems to have supported the Governor's party. Dec. 9, 1757, he voted with the minority, including Chambers Russell and Michael Dalton, for the use of the militia "on certain Occasions" in defence of the Province.<sup>23</sup> He entered the Legislature in June, 1757; during the following December and January, as a member of the Committee "on Petitions from sick and wounded Soldiers," he began to have an active share in the committee work of the House.<sup>24</sup> At

<sup>17</sup> Chamberlain MSS. iii. 72.

<sup>18</sup> See *infra*, chap. xxvi. note 20.

<sup>19</sup> Chamberlain MSS., iv. 53.

<sup>20</sup> See *supra*, pp. 586, note 9; 589, note 13.

<sup>21</sup> For other votes see October 12, 1758; February 3, 1762; February 1, 1764, etc.

<sup>22</sup> House Journal, pp. 227, 242, 243, 251, 252, 257, 286, 293, 294, 295, 304, etc.

the December session, 1758, he was placed on a joint committee of the two houses to prepare a "new impression of the perpetual laws," the edition of 1759. March 28, 1759, he was chosen one of three Commissioners for settling the affairs of the Land Bank.<sup>25</sup> After the fire in Boston, which destroyed a tenth of the town, he was one of a joint committee of the House and Council, March 25, 1760, to consider the Governor's message on the rebuilding of the town, and the widening and opening of streets.<sup>26</sup>

June 27, 1760, he was appointed by the Council to pay the army "at the Westward." He journeyed to Crown Point and elsewhere, and, according to his memorial, was three years in settling accounts with 4000 soldiers. April 23, 1762, Gov. Bernard in a message to the Legislature wrote: "Upon my undertaking to raise the Provincial Troops for the last Year, I found it quite necessary to have a Secretary extraordinary for that Department. I accordingly engaged Mr. Goldthwait, a Gentleman of your own House, wholly unexceptionable, and in some Respects particularly qualified for that Business. The Punctuality and Integrity with which he hath executed that Office, deserve my Commendation, and the Attention which he hath had to the Interests of the Province in Matters of Account and Expence, intitles him to your Favour. I therefore recommend to you, to grant him a Compensation for his Service for the Year past."<sup>27</sup> April 24, 1762, the House voted £150 to Thomas Goldthwait "for going to *New York* to settle an Affair with Sir Jeffery Amherst, relative to the Troops; and paying the billeting Money to the Soldiers, and for his assisting in raising the Levies, and all other Services to this Day."<sup>28</sup> In a special message dated June 2, 1763, Governor Bernard said: "I Must again recommend to you to make a Compensation to Mr. Goldthwait for the last Year's Service in his assisting me in the Care of the Provincial Troops," the need of such "a Secretary extraordinary for that department," having been pointed out in the message of April 23, 1762. In response thereto, £150 was granted.<sup>29</sup> The Boston News-Letter of June 23, 1763, printed an order to army officers signed June 18 by "Thomas Goldthwait, Sec'y at War."<sup>30</sup> May 27, 1763, he was appointed one of a committee of three to "provide a New Impression of the Temporary Laws, with a Table to the same."<sup>31</sup> June 11, he was added to the committee for the

<sup>25</sup> Acts and Resolves of Prov. of Mass., I. xiv; iv. 189.

<sup>26</sup> *Ibid.*, iv. 357.

<sup>27</sup> House Journal (1761, 1762), p. 326.

<sup>28</sup> *Ibid.*, 331; Council Records, December 2, 1761.

<sup>29</sup> House Journal (1763, 1764), 48, 79.

<sup>30</sup> See also Mass. Archives, xcix. 154, 184; Council Records, July 17, 1761.

<sup>31</sup> House Journal, p. 13; Council Records, July 27, 1763.

repair of the Castle<sup>22</sup>; June 15, he was chosen one of a committee of five to examine during the recess of the Legislature the accounts of the agent in England.<sup>23</sup>

Sept. 19, 1763, the Boston Post-Boy and Advertiser stated that Thomas Goldthwait, "Secretary at War," had been appointed captain and truckmaster at Fort Pownall. Early in the same month Governor Bernard left Boston for a visit eastward, whence he returned about the middle of October. In his message to the Legislature Jan. 14, 1764, he announced that he had "commissioned Capt. Goldthwait to the Command of Fort [Pownall]; and by the Advice of the Council, appointed him Truckmaster" there, these offices having been resigned by General Preble. "Soon after this Appointment I went with Capt. Goldthwait to Fort-Pownall," for the regulation of the trade there and Indian affairs. Governor Bernard advised the appointment of a chaplain and the augmenting of the garrison, referring the Legislature to Capt. Goldthwait for details. The appointment was confirmed, the garrison was augmented, a chaplain was provided, and it was voted to build a "Barrack" 40 × 24 to shelter the Indians against cold and storm when they came to trade.<sup>24</sup> At this time, as it happened, there was an epidemic of small pox, and the House in fear thereof adjourned to Cambridge January 16. On January 21 an order was brought down from the Council for the concurrence of the House, permitting the inoculation of the people of Boston at Point Shirley.<sup>25</sup> February 8, 1764, the proprietors of Point Shirley and the selectmen of Boston met in the Council Chamber at the call of Governor Bernard. "And his Excellency in Council represented to the Proprietors the great Advantage that might probably arise to the Publick if the Houses at Point Shirley might be improved for Inoculation, and recommended to them to consent thereto, and thereupon they declared their Willingness that the said Houses should be so improved. And His Excellency with the Advice of the Council was pleased to approve thereof, and it was Recommended to the Selectmen to give Publick notice." The town of Chelsea ordered the selectmen to remonstrate to the Governor and Council, but finally yielded.<sup>26</sup> This ended Thomas Goldthwait's connection with Chelsea. Thenceforth his history belongs to Maine.

<sup>22</sup> House Journal (1763, 1764), 85.

<sup>23</sup> *Ibid.*, 102; see also pp. 19, 26, 34, 35, 56, 70, 149, 177, etc.

<sup>24</sup> *Ibid.*, 190, 202, 208, 209, 246.

<sup>25</sup> *Ibid.*, 214.

<sup>26</sup> See *infra*, vol. ii.



## APPENDIX 2

## ALLEN vs. EUSTACE

*Writ of Attachment*<sup>1</sup>

Suffolk ss:

GEORGE the second by the Grace of God of Great Britain, France and Ireland King Defender of the Faith &c<sup>a</sup>:

To the Sherriff of our County of Suffolk his Under Sherriff or Deputy Greeting. —

WE COMMAND you that you summon Joshua Eustice Housewright and Abigail Eustice Widow both of Chelsea in our County of Suffolk (if they may be found in your precinct) to appear before our Iustices of our Inferiour Court of Common pleas to be holden at Boston within and for our said County of Suffolk on the first Tuesday of October next then & there in our said Court to Answer to John Allen of Boston in the County of Suffolk Goldsmith a person non compos mentis who sues by William Fairfield of Boston aforesaid Bricklayer his Guardian, Hannah Danforth of Taunton in our County of Bristol Widow, Jeremiah Wheelwright of Boston aforesaid Gentleman, James Allen of Boston aforesaid an Infant, William Allen of Boston aforesaid an Infant, Jeremiah Allen of Boston aforesaid an Infant — Martha Allen of Boston aforesaid an Infant which said Infants sue by their Guardian Abiel Walleye of Boston aforesaid Esquire, Jonathan Belcher of Halifax in our Province of Nova Scotia Esquire and Abigail his Wife, In a plea of Ejectment wherein the plant<sup>a</sup>: Demand against the Defend<sup>ts</sup> the possession of a Messuage and about Two hundred acres of Land adjoyning situate in Chelsea aforesaid bounded as follows to wit Southeasterly and Southwesterly on the River, Northwesterly partly on the highway and on Land in the possession of Samuel Watts Esq, Northessterly partly on Land in the possession of Samuel Sprague and partly on Bass Creek so called. Whereupon the plant<sup>a</sup> say that Richard Bellingham late of Boston aforesaid Esq deceased was seized of the demanded premisses in his demesne as of Fee and being so seized on the twenty Eighth day of November A. D. 1672. by his last Will and Testament in writing

<sup>1</sup> Court Files, Inferior Court of Common Pleas for Suffolk County, July term. 1753. The original writ with the official endorsements thereon.

duly proved and approved an Authentic Copy of which Will and Probate thereof in Court shall be produced devised the premisses among other Lands after the decease of his Wife to his Son Samuel Bellingham for life, and after his decease to the said Samuel's Daughter Elizabeth Bellingham for Life, and after her decease to John Oxenbridge & James Allen both of Boston aforesaid Clerks John Russell of Hadley and Anthony Stoddard of Boston Shopkeeper and their heirs in trust for certain pious & charitable purposes in said last Will and Testament particularly set forth and declared, and afterwards, Viz: on the thirtieth of the same November, the said Richard Bellingham died so seized of the premisses, and after the death of the said Richard's Wife the said Samuel Bellingham entered & was seized of the demanded premisses for the term of his natural Life & being so seized on the third day of August A. D. 1702 died, after whose Death the premisses by force of the said devise came to the said Elizabeth Bellingham and she became seized thereof for term of her life, and afterwards, Viz: on the third day of February A. D. 1745 died, and the plant<sup>s</sup> further say that the said James Allen the Devisee survived all the other Devisees in the said last Will and Testament named, and on the twenty second day of May A. D. 1705 was only living of the said devisees & so became solely seized of the remainder aforesaid expectant on the said Elizabeth's life to execute the trust in said Will set forth, and thus surviving and being seized the said James Allen on the twenty second of September A. D. 1710 died so seized, and the plant<sup>s</sup> are all the heirs and representatives of the said James Allen to wit the said John Allen is son of the said Devisee James Allen, the said Hannah Danforth is daughter of the said Devisee James Allen, the said Jeremiah Wheelwright is son of Mary Wheelwright deceased daughter of Jeremiah Allen deceased son of the said devisee James Allen, the plant<sup>s</sup> James Allen, William Allen, Jeremiah Allen & Martha Allen are Children of Jeremiah Allen deceased, son of Jeremiah Allen deceased son of the said devisee James Allen, the plant. Abigail Belcher is Daughter of Jeremiah Allen deceased son of the said Jeremiah Allen deceased son of the said James Allen the Devisee aforesaid, and the plant<sup>s</sup> since the decease of the said Elizabeth Bellingham to wit on the thirteenth day of September Current entered into the demanded premisses and thereby became seized thereof in their demesne as of Fee in trust for the Execution of the pious and charitable uses in said Will set forth & ought now to be in the possession thereof, but the defendants have since unjustly entered thereinto & still hold the plant<sup>s</sup> out, To the Damage of the said John Allen (who sues as aforesaid) Hannah Danforth, Jeremiah Wheelwright, &

James Allen, William Allen Jeremiah Allen and Martha Allen Infants who sue as aforesaid, Jonathan Beleher & Abigail Beleher as they say the sum of one thousand pounds which shall then & there be made to appear, with other due Damages : & have you there this writ, with your doings therein. Witness Eliakim Hutchinson Esq. at Boston the nineteenth day of September in the thirty first Year of our Reign Annoque Domini 1757. —

(Endorsed on back:)

Middlecott Cooke Cler

Suffolk ss Chelsea September the 19 1757 J summoned the within named Defendants to appear at the time and Court within mentioned By Leaving an attested Copy of this writ at Each of there abodes Gideon Thayer Dept Sheriff Trauel & Service 0 = 9 = 0 And William Thompson of Elsham in Lincolnshire in Great Britain Esq. being admitted Def<sup>t</sup> in Lieu of the s<sup>d</sup> Joshua & Abigail Comes & Defends &c & says the s<sup>d</sup> Joshua & Abigail are not Guilty as the Pl<sup>ts</sup> Declare & there of puts &c. Benj Prat \*

N<sup>o</sup> 36. Jury in Allen v. Eustice: \* —

Jon<sup>s</sup> Williams Fore<sup>m</sup>, Oliver Wiswall, Tho<sup>s</sup> Snow, Benj<sup>s</sup> Browne, Eben<sup>f</sup> Whiting, Preserved Baker, Benj<sup>s</sup> Sylvester, Elijah Waters, John Wight, Will<sup>m</sup> Mc<sup>c</sup>Clan, Matthew White, John Joy.\*

#### THOMPSON, APPELLANT, vs. ALLEN

##### *Court's Judgment* <sup>5</sup>

At His Majesty's Superiour Court of Judicature Court of Assize and General Goal Delivery, held at Boston within and for the County of Suffolk on the third Wednesday of February (being the 21<sup>st</sup> day of said Month) Annoque Domini 1759. . . . William Thompson of Elsham in Lincolnshire in Great Britain Esquire

\* Endorsed when folded: "Allen &c<sup>s</sup> vs. Eustice &c<sup>s</sup> Writ. Octo 1757. Abiel Walley."

\* Filed with the Writ of Attachment.

\* On the back is written: "The Deposition Joseph Barrell to be used in a Case to be tryed at his Maj<sup>ty</sup> Infer Court of Comm Pleas to be Holden at Boston July 1758 —"

\* Records of the Superiour Court of Judicature, 1757-1759, p. 522. August 1, 1758, Benjamin Lincoln and Samuel White were appointed special justices of the Superiour Court in the place of Judges Cushing and Russell in any cause relating to the validity of the will of Governor Bellingham. (Whitmore, Mass. Civil List.) Hon. John Cushing was cousin of Thomas Cushing, agent of Thompson for the Eustis farm and other estates. Hon. Chambers Russell was brother of Hon. James Russell, who owned, in the right of his wife, one-third of the Townsend farm of the Bellingham estate.

Appellant, *vs* John Allen of Boston in the County of Suffolk Goldsmith, a person Non Compos Mentis, who Sues by William Fairfield of said Boston Bricklayer his Guardian, Hannah Danforth of Taunton in the County of Bristol Widow, Jeremiah Wheelwright of said Boston Gentleman, James Allen of said Boston an Infant, William Allen of said Boston an Infant, Ieremiah Allen of said Boston an Infant, Martha Allen of said Boston an Infant, which said Infants Sue by their Guardian Abiel Walley of said Boston Esquire, Ionathan Belcher of Hallifax in the Province of Nova Scotia Esq<sup>r</sup> and Abigail his Wife Appellee's, from the Iudgment of an Inferiour Court of Comon pleas held at Boston in and for said County of Suffolk on the first Tuesday of Iuly A D 1758. when and where the Appellee's were plan'ts and the Appellant was defendant. In a plea of Ejectment &c<sup>a</sup> as in the Writ tested the 19<sup>th</sup> day of September A D 1757. and on file at large Appears. At which said Inferiour Court Iudgment was rendred that the said Iohn Allen (a person non Compos Mentis) by William Fairfield his Guardian, Hannah Danforth Ieremiah Wheelwright Gentleman, Iames Allen an Infant, William Allen an Infant, Ieremiah Allen an Infant, Martha Allen an Infant, by Abiel Walley, and Ionathan Belcher and Abigail his Wife Guardians as aforesaid, Recover against the said William Thompson Possession of the Premisses Sued for, and Costs of Suit. This Appeal was bro't forward at the last Term of this Court for this County, and from thence Continued to this Court by Consent, and now the said William comes and says that after the last Continuance of this Action and before the Setting of this Court Viz<sup>t</sup> on the ninth day of November last, at said Boston, the said Iohn Allen died, and because the other Appellees do not deny the same, but admit it to be true, therefore It's Considered by the Court that the Surviving Appellees proceed no further in the Suit aforesaid, and that the said William be no further held to Answer thereto.]

## APPENDIX 3

[DANFORTH *vs.* SARGENT *et al*]*Writ of Attachment*<sup>1</sup>

Suffolk : ss:

The Government and people of the Massachusetts Bay in New England.

To the Sheriff of our Counties of Suffolk and Middlesex their Respective Under Sheriffs or Deputies Greeting

We Command you to Attach the Goods or Estates of David Sargent of Malden in the County of Middlesex aforesaid Yeoman, David Sargent Jun<sup>r</sup> Ebenezer Sargent Daniel Prat Samuel Hutton Pratt Yeoman Samuel Prat Tanner and Daniel Prat Jun<sup>r</sup> Infant all of Chelsea in the County of Suffolk aforesaid to the Value of Two thousand pounds and for want thereof to take the Bodies of the said David Sargent David Sargent Jun<sup>r</sup> Ebenezer Sargent Daniel Prat Samuel Hutton Prat Samuel Prat and Daniel Prat Jun<sup>r</sup> (if they may be found within your precinct) and them safely Keep, so that you have them before our Iustices of our Inferior Court of Common pleas, next to be holden at Boston within and for our County Suffolk aforesaid on the second Tuesday of Iuly next then and there in our said Court to Answer unto Samuel Danforth of Boston aforesaid Physician in a plea of trespass for that the said *David Sargent* David Sargent Jun<sup>r</sup> Ebenezer Sargent Daniel Prat Samuel Hutton Prat Samuel Prat and Daniel Prat Jun<sup>r</sup> at said Chelsea on the thirtieth Day of April last past with force and Arms broke and enter'd the Plaintiffs Close lying in said Chelsea and then and there with Force as aforesaid Broke and enter'd the Pltfs Dwelling house lying in Chelsea as aforesaid and there with Force as aforesaid the Pltf out of the possession thereof put and Kept from the said thirtieth Day of April to the twentieth Day of May last past — all which is against the peace and To the Damage of the said Samuel Danforth as he saith the sum of Two thousand pounds, which shall then and there be made to

<sup>1</sup> Court Files, Inferior Court of Common Pleas, July term, 1779, in the basement of the Court House in Boston.

appear, with other Due Damages. And have you there this Writ with your Doings therein Witness Thos Cusing Esquire at Boston this twenty eighth Day of June in the year of our Lord Christ one thousand seven hundred and seventy Nine — Ezek<sup>l</sup> Price Cler

By Virtue of the within Precept I have attached the Goods & Estate of the within named David Sargent jun<sup>r</sup> Ebenezer Sargent Daniel Prat Samuel Hutton Prat Yeoman Samuel Prat Taner and Daniel Prat Jur Infant all of Chelsea in the County of Suffolk to the Value commanded in the within Precept & left summones at their respective places of Abode.

Boston June twenty ninth one thousand seven hundred and seventy Nine. Shubael Hewes Dp<sup>ty</sup> Shff

I have made Diligent search for the within named David Sargent and Could not find him nor his Goods or Estate within my precinct Shubael Hewes Dp<sup>ty</sup> Shff

And the said David Sargent jun<sup>r</sup> Ebenezer Sargent Daniel Pratt, Sam<sup>l</sup> Hutton Pratt, Sam<sup>l</sup> Pratt jun<sup>r</sup> & Dan<sup>l</sup> Pratt jun<sup>r</sup>. come into Court & by W<sup>m</sup> Tudor their Attorney severally defend &c & say they are not guilty & thereof put &c W<sup>m</sup> Tudor  
And the Plt likewise. — Benj<sup>n</sup> Hiehorn \*

*Summons to Witnesses and Certificate of Attendance \**

Suffolk ss. To Sam<sup>l</sup> Watts Gen<sup>l</sup> — Isaac Watts & Benj<sup>n</sup> Bill yeomen all of Chelsea in the County afores<sup>d</sup> Sam<sup>l</sup> Swan & Daniel Swan of Charlestown Yeomen & Eben<sup>t</sup> Pratt of Malden yeoman, all in the County of Middlesex, — Greeting

You are hereby Required in the name of the Government & people of the Mass<sup>ts</sup> Bay in New England, to make your appearance before the justices of our Inferior Court of Common pleas to be holden at Boston, within & for the County of Suffolk on the 2<sup>d</sup> Tuesday of July, to give Evidence of what you know relating to an action or plea of trespass, then & there to be heard & tried betwixt Sam<sup>l</sup> Danforth vs David Sargeant & others —

Hereof fail not, as you will answer your default under the pains & penalty in the law in that behalf made & provided, Dated at Boston July A D. 1779

This may certify that we the subscribers gave our attendance at the within court on the within mentioned cause, the number of days written against our respective names —

\* Endorsed when folded: "Danforth vs. Sargent & al. July 1779. New Entries. Hiehorn."

\* Filed with the writ of attachment. Autograph signatures.

Samuel Swan 3 Days  
 Daniel Swan 3 Days  
 Samuel Watts 3 Days  
 Isaacs Watts 3 Days  
 Benjamin Bill 3 Days

*Verdict of the Jury\**

Sam<sup>l</sup> Danforth Pltf David Sergeant jun<sup>r</sup> Ebenezer Sergeant Dan<sup>l</sup> Pratt Sam Hutton Pratt Sam<sup>l</sup> Pratt jun<sup>r</sup> Dan<sup>l</sup> Pratt jun<sup>r</sup> Def<sup>t</sup>;<sup>4</sup>  
 The Jury find David Sergeant jun<sup>r</sup> Eben<sup>r</sup> Sergeant Dan<sup>l</sup> Pratt Sam<sup>l</sup> Hutton Pratt Sam<sup>l</sup> Pratt jun<sup>r</sup> Dan<sup>l</sup> Pratt jun<sup>r</sup> Guilty & Assess Damage David Sergeant jun<sup>r</sup> fifty pounds Eben<sup>r</sup> Sergeant fifty pounds Dan<sup>l</sup> Pratt Eight hundred pounds Sam<sup>l</sup> Hutton Pratt twenty Shillings Sam<sup>l</sup> Pratt jun<sup>r</sup> Dan<sup>l</sup> Pratt Jun<sup>r</sup> twenty Shillings Each

*Judgment in the Inferior Court<sup>5</sup>*

Suffolk ss. At an Inferior Court of Common Pleas, begun and held at Boston, within and for the County of Suffolk, on the second Tuesday of July, (being the thirteenth day of said Month) Anno Domini 1779. Before the Hon<sup>ble</sup> Thomas Cushing, Samuel Niles, & Joseph Gardner, Esquires, Justices. . . .

Samuel Danforth of Boston, in the County of Suffolk, physician, plt vs David Sargent Jun<sup>r</sup>, Ebenezer Sargent, Daniel Pratt, Danforth Samuel Hutton Pratt, Yeomen, Samuel Pratt, vs Tanner, and Daniel Pratt Jun. Infant, all of Chelsea in the County of Suffolk, Dfts, in a plea of Sargent & al trespass for that the said David Sargent Jun<sup>r</sup> Ebenezer Sargent, Daniel Pratt, Samuel Hutton Pratt, Samuel Pratt and Daniel Pratt Jun<sup>r</sup> (together with one David Sargent upon whom the original Writ was not served) at said Chelsea, on the thirtieth day of April last past, with force and Arms broke and entered the plaintiff's Close, lying in said Chelsea, and then and there with force as aforesaid broke and entered the plt's dwelling house, lying in Chelsea as aforesaid, and there with force as aforesaid the plt out of the possession thereof put and kept from the said thirtieth day of April to the twentieth day of May last past, all which is against the peace and to the damage of the said Samuel Danforth as he saith, the Sum of two thousand pounds. And the said David Sargent Jun<sup>r</sup> Ebenezer Sargent, Daniel Pratt, Samuel Hutton Pratt, Samuel Pratt Jun<sup>r</sup> and Daniel Pratt Jun<sup>r</sup> come into Court and by William Tudor Esq<sup>r</sup> their Attorney, sev-

\* Filed as above.

<sup>5</sup> Records of the Inferior Court of Common Pleas, 1776-1779, f. 144.

erally defend &c and say they are not guilty and thereof put &c — And the plaintiff by Benjamin Hichborn, Esq<sup>r</sup> his Attorney likewise: this case after a full hearing was committed to the Jury sworn according to law to try the same who returned their Verdict therein upon Oath, that is to say, they find that the Defendants are Guilty as set forth in the Writ and Assess Damages viz<sup>t</sup> David Sargent Iun<sup>r</sup> fifty pounds, Ebenezer Sargent fifty pounds, Daniel Pratt eight hundred Pounds, Samuel Hutton Pratt twenty shillings, Samuel Pratt Iun<sup>r</sup> twenty shillings and Daniel Pratt Iun<sup>r</sup> twenty shillings. Its therefore Considered by he Court that the said Samuel Danforth recover against the said David Sargent Iun<sup>r</sup> the sum of fifty pounds lawful money; against the said Ebenezer Sargent fifty pounds lawful money; and Daniel Pratt the Sum of Eight hundred Pounds lawful money, the said Samuel Hutton Pratt the sum of twenty shillings, lawful money; the said Samuel Pratt Iun<sup>r</sup> the sum of twenty shillings and against the said Daniel Pratt Iun<sup>r</sup> the sum of twenty shillings, lawful money, Damages and Costs of Suit. — The Defendants after entring up of this Judgment came into Court and Appealed from the same unto the next Superiour Court of Judicature to be holden for this County, and entered into Recognizance with sureties as the law directs, for prosecuting their Appeal to Effect.

SARGENT *et al* APPELLANTS vs DANFORTH \*

*Recognizance for the Appeal*

SUFFOLK, ss. Memorandum

That on the fifth Day of August Annoque Domini, 1779, before the Justices of the Inferior Court of Common Pleas within

\* Nine papers in this case have been preserved in Suff. Early Court Files No. 102,669. One bears the endorsement, — "this Case Contains four Papers Att<sup>s</sup> Ezek<sup>l</sup> Price Cler." These papers sent up from the lower court, each attested by Ezekiel Price its clerk, are: (1) A copy of the writ of attachment of June 28, 1779, and of its endorsements, (2) A copy of the verdict of the jury in the lower court. Below the attestation of Ezekiel Price: "Witnesses — S. Watts 13th April 79  
S. Swan  
D. Swan."

(3) A copy of the judgment in the lower court. (4) A Memorandum of the recognizance of the appellant. Two papers filed will not be given in the text: (1) A summons issued August 18, 1779, by Oliver Peabody, Clerk of the Superior Court, to Samuel Watts and the five other witnesses summoned to the Inferior Court in July. The form of the writ and of the certificate of the witnesses for three days' attendance at court were verbatim the same as the parallel documents in the lower court. There is no endorsement of a service of this summons. (2) A summons issued by "And,



the County of Suffolk in New - England, (the Clerk of the said Court being also present) personally appeared William Tudor of Boston, in the County of Suffolk, Esq<sup>r</sup> Attorney to David Sargent jun<sup>r</sup> Ebenezer Sargent Daniel Pratt Samuel Hutton Pratt Samuel Pratt jun<sup>r</sup> and Daniel Pratt jun<sup>r</sup> Benjamin Kent, & Perez Morton Esq<sup>rs</sup> and acknowledged themselves to be severally indebted unto Samuel Danforth of said Boston Physician in the respective Sums following, viz. the said Tudor Attorney as aforesaid, Principal, in the Sum of Ten Pounds, and the said Kent and Morton — Sureties, in the Sum of Five Pounds each, to be levied upon their several Goods or Chattles, Lands or Tenements, and in want thereof upon their Bodies (for the Use of the said Danforth) if Default be in the Performance of the Condition here under-written.

2 The Condition of the above-written Recognizance is such, that if the abovenamed David Sargent & others shall and do prosecute an Appeal by them made from a Judgment given against them in the Inferior Court of Common Pleas holden at Boston, on the second Tuesday of July last for the Sum of Nine hundred and three pounds & Costs of Suit, at the next Superior Court of Judicature to be holden at Boston, for the County of Suffolk aforesaid, with Effect; Then the above-written Recognizance to be void, otherwise to abide in full Force.

Att<sup>s</sup> Ezek<sup>l</sup> Price Cler

True Copy

Att<sup>s</sup> Ezek<sup>l</sup> Price Cler

*Testimony of Dr. Aaron Dexter*

Aaron Dexter of Boston in y<sup>e</sup> County of Suffolk Physitian, of lawful age do testify & say that, on the 13<sup>th</sup> of April 1779 [I] went over to Chelsy to the House of Doc<sup>r</sup> Danforth in said Town, where I saw, y<sup>e</sup> Doc<sup>r</sup> He ordered two Women to go out of his House & carry their effects. They refused. He told them if they would not go of their own accord, He should force them, which was very disagreeable to him but possession of his own House, he would have. The women, Anne Sergeant wife of Daveid Sergeant Jun<sup>r</sup> & Huldah Sergeant Wife of Eben<sup>r</sup> Sergeant, refuse[d] the Doc<sup>r</sup> took Anna Sergeant by the Arm & led her out of his House & then Huldah Sergeant went out of her own accord, but the Doctor permitted them both to return on giving their word that they would leave the House when ever he orderd. The Doc<sup>r</sup> employed himself in the House for a few minutes in removing the things, Henshaw Cler " February 22, 1779 (*sic*) to Jonathan Williams of Chelsea, served by Daniel Parks February 22, 1780.

& Ebenezer Sergeant came up to the Door and asked the Doc<sup>r</sup> what he meant by coming into his House in such a manner — I dont, says M<sup>r</sup> Sergeant, hold the House under you. I have nothing to do with you, I have taken the place with M<sup>r</sup> David Sergeant under the Town & I will come into the House, keep me out if you dare. The Doc<sup>r</sup> told Him if he advanced to the Door to come in He would split his brains out with the Piece of wood he had in his hand. M<sup>r</sup> Sergeant persisted in urging to come in to his own house as he term'd. The Doc<sup>r</sup> absolutely refused to let him come in on his peril. M<sup>r</sup> Sergeant then ask'd the Doc<sup>r</sup> to let him come in & he would help move his own things & leave the house whenever the Doc<sup>r</sup> orderd — on these conditions the Doc<sup>r</sup> permitted him to come into the House I dont remember that he did assist according to his promise — After the effects were remov'd in general — M<sup>r</sup> David Sergeant Jun<sup>r</sup> came into the House in the utmost rage, told the Doc<sup>r</sup> He was a Damnd Rascal & He would clear the House of every one, that he had nothing to due with him He did not hold the place of the Doc<sup>r</sup> but of the Town. M<sup>r</sup> David Sergeant Stript of his cloaths doubled his fist with all the appearance of an intencion to strike the Doc<sup>r</sup> but did not. At the time that David Sergeant came into the west room to the Doc<sup>r</sup> Eben<sup>r</sup> Sergeant Daniel Pratt, Samuel Hutton Pratt, David Sergeant Sen Samuel Pratt with some others whom, I did not know, came into the room in haste with these words, — now we'll see who is strongest, who uttered the sentence I dont know, but some one that came into the room I am certain. M<sup>r</sup> Daniel Pratt (being in y<sup>e</sup> house) ask'd the Doc<sup>r</sup> what he meant by proceeding in such a manner — You have no business with y<sup>e</sup> place — we shall know now, who the Place belongs to — M<sup>r</sup>. Hutton Pratt walked across y<sup>e</sup> room & pulld his coat or Jacket of of his Shoulders, come says he let us out with them; out of the room, with much importance, he continued his walks till we left the House. The Doc<sup>ter</sup> orderd them all out of the House declaring it to be his & no man present had any business there. He told David Sergeant Jun<sup>r</sup> that he was made a Cats Paw of by the Town. M<sup>r</sup> Sergeant answer'd that if he was, he could Scratch. He with all in the room refused to leave it ever by his commands. The Doc<sup>r</sup> said, after repeating his orders for them to leave the House — we will go these People will keep y<sup>e</sup> Place by force. After we had got into the road David Sergeant orderd the Doc<sup>r</sup> to bring in his things, or by God he should pay for them. The Doc<sup>r</sup> says if they lay there till I bring them in — they will lay forever.

Boston  
Aaron Dexter

August y<sup>e</sup> 24 1779.

County of Suffolk.

Boston Aug<sup>t</sup> 24<sup>th</sup> 1779.

Then personally appeared Aaron Dexter & made oath to the truth of the aforewritten Testimony, by him subscribed.

Before Joseph Gardner Just Peace.

*Agreement of Counsel<sup>\*</sup>*

The Parties agree that under this Plea the Jury may consider the Defts severally as to their guilt & as to the Damage to be recovered of them if any & that no Exception shall be taken by either Party to the Verdict on this account.

J Lowell

W<sup>m</sup> Tudor

*Verdict of the Jury*

David Sargent Jun<sup>r</sup> Eben<sup>r</sup> Sargent, Daniel Pratt Sam<sup>l</sup>. Hutton Pratt, Sam<sup>l</sup> Pratt & Dan<sup>l</sup> Pratt Jun<sup>r</sup> Appellants, Samuel Dantforth Appellee. The Jury find the Apts guilty as the Appellee in his declaration has declared against them, & assess damages, David Sargent Jun<sup>r</sup> One hundred & Sixty pounds, Eben<sup>r</sup> Sargent One hundred & Sixty pounds, Dan<sup>l</sup> Pratt Seven hundred pounds, Sam<sup>l</sup> Hutton Pratt One hun<sup>d</sup> & Sixty pounds, Sam<sup>l</sup> Pratt Ten pounds & Dan<sup>l</sup> Pratt Jun<sup>r</sup> Ten pounds —

Boston 22<sup>d</sup> Feb<sup>r</sup> 1780

W<sup>m</sup> Breck Foreman

*Bill of Costs*

Suffolk Inferior Court. Comp pleas July 1779.

Danforth	}	Pts Costs	
vs			
Sargeant & al	}		
Writs & service . . . . .			6 : 9 : 0
Decls in writ & summons . . . . .			1 : 1 : 0
Attor <sup>y</sup> s fees . . . . .			4 : 0 : 0
Court fees . . . . .			3 : 12 : 0
Pts Attendee 3 — Days . . . . .			3 : 12 : 0
7 Witnesses attendee 3 Days each . . . .			21 : 0 : 0
(Witnesses travel 5 two miles each. One three Do)			
Jury fees &ca & Court fees on tryal . . .			22 : 4 : 0
Filing & Taxing . . . . .			1 : 4 : —
Exd Ezekl Price Cler			<hr/> 63 : 2 : 0

Suffolk Superior Court August 1779

Sargeant & als Appel <sup>ts</sup>	}	Appellee's Costs	
vs			
Danforth Appellee			
Inferior Court Bill . . . . .			63 : 2 : 0

<sup>\*</sup> An endorsement on the certified copy of the verdict in the lower court.

## Superior Court Bill

Entry of action . . . . .	5 : 8 : 0
Court fees	
Plt's Attence — 3 — Days . . . . .	3 : 12 : 0
7 Witnesses travel 5 . two miles & one three Do	
Attorrs fees	
Contge . . . . .	0 : 12 : 0
	93 : 14 : —
1 Subpoena . . . . .	12
	<hr/> 94 : 6

## Suffolk — Superior Court February term 1780

Sargeant & at Appellt	}	Brot over . . . .	£94 : 6 : 0
vs			
Danforth App'lee			
Subpoena . . . . .			1 : 4 : 0
Plt's attence — 2 — Days . . . . .			4 : 16 : 0
7 Witnesses attence — 1 — Days each . . . . .			14 : 0 : 0
Jury fees . . . . .			36 : — : —
Attorney's fees . . . . .			16 : 0 : 0
Taxing Filing &ca Examng . . . . .			2 : 2 : 8
			168 : 8 : 8

Examd

Att. O. Peabody, Cler.

*Judgment on the Appeal\**

State of Massachusetts Bay in New England  
Suffolk ss

At the Superiour Court of Judicature, Court of assize, and General Goal delivery, begun and held at Boston, within and for the County of Suffolk, on the third Tuesday of February, (being the 15<sup>th</sup> day of said Month) anno Domini 1780.

By the Hon<sup>ble</sup> William Cushing Esq<sup>r</sup> Chief Justice, Nath<sup>l</sup> Peaslee Sargeant, David Sewall, and James Sullivan Esq<sup>r</sup>s Justices. . . .

David Sergeant Jun<sup>r</sup> of Malden in the County of Middlesex, Yeoman, Ebenezer Sergeant, . . . appellants vs. Samuel Danforth Sergeant, & al of Boston in the County of Suffolk Physician, appellee, from the Judgment of an Inferiour Court of Common Pleas, held at Boston, in and vs Danforth for the County of Suffolk, on the Second Tuesday of July last, when and where the appellee was Plt and the appellants were Dfts. In a plea of Trespass, for that the said David Sergeant Jun<sup>r</sup>, Ebenezer Sergeant . . . at said Chelsea, on the thir-

\* Records of the Superior Court of Judicature, 1778-1780, p. 145. The omissions may be supplied from the preceding judgment in the lower court.

teenth<sup>a</sup> day of April last past, . . . all which is against the Peace, and to the Damage of the said Samuel Danforth, as he saith, the sum of Two thousand pounds, At which said Inferiour Court Judgment was render'd that the said Samuel Danforth recover against the said David Sergeant, Jun<sup>r</sup>, the sum of Fifty Pounds, against the said Ebenezer Sergeant, . . . and costs of suit. This appeal was Bro't forward at the last Term of this Court for this County, when and where the parties appeared, and from thence said appeal was Continued unto this Court; and now the parties appear and the Case after a full hearing was committed to a Jury sworn according to Law to Try the same, who returned their Verdict therein upon Oath, this is to say, they find "the appellants Guilty as the appellee has declared against them, and assess Damages, — David Sergeant Jun<sup>r</sup> One Hundred and Sixty pounds, Ebenezer Sergeant, one Hundred and Sixty pounds, Daniel Prat, Seven Hundred pounds, Samuel Hutton Prat, One Hundred and Sixty Pounds, Samuel Prat Ten pounds, and Daniel Prat Jun<sup>r</sup> Ten pounds" — It is therefore Consider'd by the Court, that the said Samuel Danforth recover against the said David Sergeant Jun<sup>r</sup> One Hundred and Sixty pounds, against the said Ebenezer Sergeant One Hundred and Sixty pound, against the said Daniel Prat Seven Hundred Pounds — against the said Samuel Hutton Prat, One Hundred & Sixty pounds . against the said Samuel Prat Ten Pounds, and against the said Daniel Prat Jun<sup>r</sup> Ten pounds, Lawful Money Damage, and costs Taxed at £168 " 8 " 8 " —

I hereby acknowledge to have Rec<sup>d</sup> thirteen Hundred Sixty eight Pounds, Eight Shillings and eight Pence, in full of the Judgment here given, and Costs Sam<sup>l</sup> Danforth

Att: O: Peabody Cler .

*David Sargeant's Bill*<sup>10</sup>

David Sargeant

1779 april expences for going to bostoun three times concern-	
ing doekter Danforth and the Chelsea cummittee . . . . .	13 : 7 : 0
for going to Salem three expence . . . . .	7 : 5 : 0
expence at iuly cort . . . . .	4 : 10 : 0
expence at december cort . . . . .	2 : 5 : 0
1780 expence one Day at february cort . . . . .	2 : 2 : 0
	<hr/> 29 : 9 : 0]

<sup>a</sup> The date in the writ of attachment and the judgment in the lower court was April thirtieth. See *supra*, p. 618 and note 6, the testimony of Dr. Aaron Dexter and of S. Watts, S. Swan, and D. Swan. The *x* in *thirtieth* in the writ of attachment was interlined.

<sup>10</sup> Chamberlain MSS., vi. 123; no endorsements.

## CHAPTER XVIII

## THE END NEAR: THOMPSON SUES FOR THE EUSTIS FARM

WE have seen that Rev. Phillips Payson occupied the Eustis farm, a mile away from his customary residence, from 1776 down to 1782, and even later. This has not been generally known to those interested in Chelsea history, it having been supposed that he always lived at Revere in the old mansion, some years since torn down, which stood where the late Benjamin H. Dewing, Esq., lived at the northwesterly corner of Broadway and Malden Street; nor is this inconsistent with his occupation of the Eustis farm by tenants.

When the war had closed, Thompson began to look up his estate in Chelsea, and finding Rev. Mr. Payson in possession, brought suit against him. The following writ is in the hand of Thomas Dawes, Jr., afterwards a judge of the Supreme Judicial Court.<sup>1</sup>

## The Commonwealth of Massachusetts

Suffolk, ss.

To the Sheriff of our County of Suffolk his Under Sheriff, or Deputy, Greeting.

We Command you to summons Phillips Payson of Chelsea & county of Suffolk Clerk (if he may be found within your Precinct) To appear before our Justices of Our Court of Common Pleas, next to be holden at *Boston*, within and for our said County of *Suffolk*, on the third Tuesday of April next, then and there in our said Court to answer unto Robert Thompson<sup>2</sup> of Elsham in the Kingdom of Great Britain Esquire in a plea of Ejectment wherein he demands against said Payson possession of that Tract of Land

<sup>1</sup> Chamberlain MSS., i. 67; [the original writ with the official endorsements; a printed form was used].

<sup>2</sup> Robert Thompson was a descendant of one of the same name who, in 1630, purchased the site of the first meeting-house in Boston (now the southeast corner of Devonshire and State streets). Old State House Memorial (1882), p. 24, note. See also 6 Coll. Mass. Hist. Soc., ix. 55.

at Winisimitt at said Chelsea now occupied by said Payson call'd the little farm, viz about two hundred acres of upland & meadow fenc'd & inclosd from the farm formerly of Lieutenant John Smith Jeremiah Belcher & James [sic] Townsend, formerly land of Richard Bellingham Esquire deceased & afterwards occupied by William Eustace the sea & Creek being the boundaries thereof on the South Easterly side & the buildings thereon also one acre & a half of an acre where the Clay Pit was enclosed between said Tract of Land & L<sup>t</sup> Smith's Corn Fields And the said Thomson says he was seised & possessed of said Two hundred & one acres & a half on the first day of April seventeen hundred & seventy four in his demesne as of fee taking the profits thereof to the value of seventy pounds a year & still ought to have the same but said Payson on the first day of June in the year of our Lord Seventeen hundred & seventy six unjustly entered into the same land disised the Demandant thereof and still unjustly deforceth him

To the Damage of the said Robert Thomson as he says the Sum of Two thousand *Pounds*, which shall then and there be made to appear, with other due Damages; and have you there this Writ, with your Doings therein. Witness Sam<sup>l</sup> Niles Esq; at *Boston*, this thirty first Day of March in the Year of our Lord 1785  
Ezek. Price Cler

By virtue of this precept I have summoned the within Named Phillip Payson by permitting the [said] Payson to Read the Contents of the within precept Barth:<sup>m</sup> Broaders Dep<sup>y</sup> Sheriff \*

The pleadings <sup>4</sup> are as follows:

Suffolk Common pleas July term 1785 Thompson vs Payson

John Brown & Martha his Wife James Allen & William Allen come into Court & pray to be admitted to defend this Suit in the room of Phillips Payson which being granted y<sup>e</sup> said John Martha James & William come & defend & say that y<sup>e</sup> s<sup>d</sup> Phillips is not guilty in manner & form as y<sup>e</sup> Plaintiff has declared against him & thereof put &c

Benj Hichborn  
and the s<sup>d</sup> Thompson by Thomas Dawes Jr his Attorney reserving liberty to wave this demurrer & joine issue in y<sup>e</sup> appeal <sup>5</sup> says that y<sup>e</sup> plea afor<sup>d</sup> of y<sup>e</sup> John Martha James & William in manner & form before plead is bad & insufficient in law & the s<sup>d</sup> Thompson

\* [Endorsed "290. Writ. Thomson vs. Payson. July 1785. Dawes Att<sup>y</sup>. to Demandant."]

<sup>4</sup> Chamberlain MSS., II. 201.

<sup>5</sup> [The demandant waived the demurrer at the August term, 1787. Suff. Early Court Files, No. 104,718, Paper No. 7.]

is not bound to make any answer thereto & this he is ready to verify — wherefore he prays Judgment for his Damages & Costs

T Dawes Jr

& y<sup>e</sup> s<sup>d</sup> John Martha James & William agreeing to y<sup>e</sup> reservation afors<sup>d</sup> say their plea afors<sup>d</sup> is good & sufficient in law

Benj Hichborn

This case was found for the defendants on a question of pleading. Thompson, the plaintiff, took an appeal. The following is the record of the case carried to the Supreme Court on appeal.

### THOMPSON vs. PAYSON

#### *Copy of the Record in the Inferior Court \**

Suffolk, ss. Commonwealth of Massachusetts.

At a Court of Common Pleas begun and held at Boston within and for the County of Suffolk, on the first Tuesday of July, being the fifth day of said Month, Anno Domini 1785

*Robert Thompson* of Elsham in the Kingdom of Great Britain, Esquire Plaintiff vs. *Phillip Payson* of Chelsea in the County of Suffolk, Clerk, Defendant, in a plea of Ejectment.<sup>†</sup> . . . To the Damage of the said Robert Thompson, as he says, the Sum of Two thousand Pounds. This Plea or Action was commenced at the Court of Common pleas held at said Boston on the third Tuesday of April last & from thence Continued to this time by Consent of Both Parties And now John Brown<sup>\*</sup> . . . Suffieient in law. Both parties being fully heard thereon the Court are of Opinion that the Defendants plea aforesaid is Suffieient Its therefore Considered by the Court that the said John Brown & Martha his Wife, James Allen, & William Allen recover against the said Robert Thompson Costs of Suit The Plaintiff after entering up of this Judgment came into Court & Appealed from the same unto the next Supreme Judieial Court to be holden for this County & entered into Recognizance with Sureties as the law directs, for prosecuting his Appeal.

In this case the trustees, representing the people of Chelsea, prevailed; but only on the pleadings, which did not include the rights of the parties, as will be seen.

\* MSS. Records, 1785, p. 50.

† [The judgment recites verbatim the writ of attachment.]

\* [The judgment recites verbatim the foregoing pleas of Hichborn and Dawes.]



While the case is suspended by appeal, I give several facts of interest found in the court files,<sup>9</sup> and not elsewhere. Thompson's sureties on appeal were John Gardiner and William Tudor of Boston. The following paper<sup>9</sup> gives the date of the judgment (not found in the records), on which the Chelsea people claimed title to the Eustis farm as one of the estates devised to them by Governor Bellingham.

Boston April 19<sup>th</sup> 1784.

We the Subscribers Heirs of the Exors. or Trustees of the last Will of the late Governor Bellingham, hereby give our consent that M<sup>r</sup> Payson pastor of the Church at Chelsea, should have the Improvement of the little farm at Winnisimmet so called agreeable to said Will and a Judgment of Court in favor thereof obtain'd in the Year 1758, as witness our hands, M<sup>r</sup> Payson indemnifying the Heirs above mentioned from all Costs & Charges that have arisen or may arise in prosecuting this business.

JOHN BROWNE,  
for himself & Wife  
W<sup>m</sup> ALLEN.  
JAMES ALLEN.

It is hardly necessary to say that Browne and Allen had only a trust title as heirs of James Allen, one of the executors and trustees under Governor Bellingham's will. But they alone could bring or defend suits arising under the will.

From a deposition in the case it appears that Robert Thompson was the only surviving brother and heir of William Thompson, and that Andrew Oliver, the old Secretary of Stamp Act memory, was an agent of both.<sup>10</sup> The following deposition is of interest:<sup>11</sup>

<sup>9</sup> [Suff. Early Court Files, No. 104,718. The second paper filed there bears the endorsement: "This Case Contains five Papers," that is, five papers sent up from the lower court, each attested by Ezekiel Price its clerk. They were: (1) A copy of the writ of attachment with its endorsements as given in the text. (2) A copy of the "Consent" of John Browne *et al.* (3) A copy of the pleadings in the lower court. (4) A copy of the judgment in the lower court. These four documents are given in the text. (5) A memorandum of the recognizance of Thomas Dawes, Jr., with the sureties mentioned in the text.]

<sup>10</sup> [Deposition of Stamp Brooksbank, Esq., of London, "one of the Commissioners for managing his Majestys Revenues of Excise," taken May 4,

<sup>11</sup> [*Ibid.*, Paper No. 8. According to the endorsement of J. Davis, Justice of the Peace, this deposition was taken at Charlton, October 7, 1785,

"I William Eustis of Charlton in the County of Worcester . . . of Lawful age testify & say that in May seventeen Hundred & Eighty three M<sup>r</sup> Philips Payson Jun<sup>r</sup>, was at my House in s<sup>d</sup> Charlton & asked your deponant to show him the Receepte which had been taken for the payment of Rents for the Eustis Farm in Chelsea, on which your deponant shew the s<sup>d</sup> Philips sundry of s<sup>d</sup> Receipts, which he the s<sup>d</sup> Philips then wanted your deponant to let him have s<sup>d</sup> Receipts which I then consented to, & took his Receepte for the same in the words & figures following (viz.) 'Charlton, May 23<sup>d</sup> '83. Receiv'd of M<sup>r</sup> William Eustis forty five receipts for rents paid by him & his Family for the improvment of the Farm called Eustis Farm P<sup>r</sup> Philips Payson, Jn<sup>r</sup>', & your deponant further saith that s<sup>d</sup> forty five receipts delivered to the s<sup>d</sup> Philips Payson Jun<sup>r</sup> as afore s<sup>d</sup> were for Rents paid for s<sup>d</sup> Eustis Farm in Chelsea & were given by M<sup>rs</sup>\* Cushing & Oliver & others whoo was then reputed to be agents for the Thompsons whoo liv'd in England.

WILLIAM EUSTIS." <sup>12</sup>

The case went by appeal to the Supreme Judicial Court, and the records are as follows:

*Supreme Judicial Court Records* <sup>13</sup>

1787      Robert Thompson of Elsham in the Kingdom of  
Thompson      Great Britain Esq<sup>r</sup> appellat vs. Phillips Payson  
v      of Chelsea in the County of Suffolk Clerk, & John  
Payson & al      Brown & Martha his Wife, James Allen & William  
Aug: Tm:      Allen who were admitted at the Court of Common

1787, before Thomas Sainsbury, Mayor of London and Justice of the Peace, to be used in a trial in the Supreme Judicial Court of Massachusetts at the term beginning on the last Tuesday in August, 1787. John Evans under his notarial seal certified that Thomas Sainsbury was Lord Mayor and Justice of the Peace. The paper was then sealed and delivered to Robert Thompson. It was endorsed: "Suffolk ss. Aug<sup>t</sup> Term 1787 Opened in Court and pled. Jno. Tucker Clr." Suff. Early Court Files, No. 104,718, Paper No. 6.]

at the request of Robert Thompson, to be used in the Supreme Judicial Court at the term beginning on the third Tuesday of February, 1786. "Phillips Payson living more than Thirty Miles from the place of Caption was not Notified nor did he attend." According to the attestation of John Tucker, Clerk, it was opened at the February term of court. The form of attestation used by J. Davis of Charlton, and by Thomas Sainsbury of London on the deposition cited in note 10 were verbatim the same.]

<sup>12</sup> For two depositions by William and Abigail Eustace, see *supra*, p. 593.

<sup>13</sup> MSS. Records, 1787, p. 171. [According to the docket, Lowell and Parsons were attorneys for Thompson, Sullivan and Hiehorn for Dawes.]

Pleas to Defend this suit in the room of the s<sup>d</sup> Phillips appellees from the Judgment of a Court of Common Pleas held at Boston in & for the County of Suffolk on the first Tuesday of July A D 1785 when and where the appellant was plaintiff and the said Phillips together with the said John Brown & Martha his Wife, James Allen & William Allen who were admitted as afores<sup>d</sup> were Defendants In a plea of Ejectment<sup>14</sup> . . . the sum of two thousand pounds At which said Court of Common Pleas upon the demurrer there Judgment was rendered that the said John Brown & Martha his Wife, James Allen & William Allen recover against the said Robert Thompson Costs of suit. This appeal was brought forward at the Supreme Judicial Court, held at Boston in & for the County of Suffolk on the last Tuesday of August A D 1785 and from thence said appeal was Continued from Term to Term to this present Term And now the appellees altho' Solemnly Called to Come into Court do not appear but make Default — the appellant appears and prays judgment It is therefore Considered by the Court that the said Robert Thompson recover against the said Phillips Payson, John Brown & Martha his Wife, James Allen & William Allen, possession of the premises demanded & Costs Taxed at £12:2:3: Hab: Fac. issued Sept<sup>r</sup> 21<sup>st</sup> 1787.<sup>15</sup>

The original notes of Judge Sumner, who tried the last action, rescued from a paper mill, have been the clue to the history of the case. They are as follows:<sup>16</sup>

Boston Sup: <sup>m</sup>e Court

Aug<sup>st</sup> 28. 1787. Thomson vs Payson

Ejectm<sup>t</sup> — demanding 200 Acres as his Estate in Fee — Seizin alledged in 1774. John Brown & Ux<sup>r</sup> & W<sup>m</sup> Allen James & Jerem<sup>h</sup> take on themselves the defence of this Suit.

Def<sup>ts</sup> say that Phillips Payson is not Guilty

Deed from Rich<sup>d</sup><sup>17</sup>

Abg<sup>t</sup> Eustis & W<sup>m</sup> Eustis Dep<sup>e</sup> lived on Thom[s]on Farm in 1745 to 1775 & paid Rent to H. chson & Oliver as Agents to Thomson

Stamp. Brooksbank [Dep]

that the dem<sup>t</sup> is heir of his Bro W<sup>m</sup> & that Andrew Oliver was his Att<sup>y</sup>.

<sup>14</sup> [Recites verbatim the writ of March 31, 1785.]

<sup>15</sup> [*Infra*, p. 633.]

<sup>16</sup> Chamberlain MSS., i. 67.

<sup>17</sup> [Deed from Richard Wharton, March 15, 1685/6.]

W<sup>m</sup> Eustis

that Payson was at his House in Charlton in 1783. 46 in Number I delivered them to him & took his Receipts —

Hon<sup>ble</sup> Tho<sup>s</sup> Cushing Esq<sup>r</sup>

my father rec<sup>d</sup> Thomson's Rent of Chelsea Farm untill his death which was in 1746 — Sect<sup>y</sup> Oliver was Agent afterw<sup>d</sup>s — An Acc<sup>t</sup> settled by Jo<sup>s</sup> Thomson 1727.<sup>18</sup>

Maj<sup>r</sup> Spooner

I was knowing to Gov<sup>r</sup> Oliver's receiv<sup>g</sup> Rents for Rob<sup>t</sup> Thomson of London.

Old Colony Law 34. 44. as to the power of Gen<sup>l</sup> Court to set a side a Will —

the Court rejected Gov<sup>r</sup> Bellinghams Will having been disallowed by the Gen<sup>l</sup> Court

Def<sup>t</sup> defaulted

Judge Sumner's notes show that the case turned on the authority of the General Court in 1676 to set aside Governor Bellingham's will. I suppose the default was by agreement, in case the court held that the Bellingham will was legally disallowed.

The following bills<sup>19</sup> give the costs, exclusive of attorney's fees, of this case, in the two courts.

Plts. Costs Thompson vs. Payson.		April 1785.	
Suffk.	Com. Pleas. Bill		
No. 240.	Writ & service . . . . .	£	0. 2. 4
	Power . . . . .		0. 3. 0
	Atty fee . . . . .		0. 0. 0
	Entry . . . . .		0. 7. 6
	Plts attendance 15 days. . . . .		1. 2. 6
	Continuance . . . . .		0. 0. 8
	Depositions . . . . .		0. 4. 0
July, 1785.			
No. 200	Cont <sup>d</sup> act.		
	Attendance 20 days, . . . . .		1. 10. 0
	Demurrer &c. Exams & tax, . . . . .		0. 8. 0

<sup>18</sup> [September 15, 1720, Joseph Thomson of Epsom, County of Surrey, England, secured a writ of summons to "John Smith of Boston, brazier," agent to the plaintiff from March 25, 1717, till March 25, 1720, for lands in Guilford, Conn., Ipswich, Billerica, Boston, etc., and for "two hundred Acres of Land in Boston aforesaid at Winnisemet," because he failed, on demand, to render an account of his stewardship. The judgment in the lower court was that John Smith render an account within two months. An appeal was taken, but no record of the appeal has been found. MSS. Records of the Suff. Co. Court of Common Pleas, 1729-1730, pp. 93-97; Suff. Early Court Files, No. 23544.]

<sup>19</sup> [Suff. Early Court Files, No. 104,718, Papers 9 and 10.]

Exd Ezekl Price, Cler. . . . .	£ 4. 4. 0
Suffolk ss., Sup. Jud. Court. at Boston August Term 1787.	
Robt Thompson apt v. Phillips Payson & al.	
Appellants Cost.	
Common Pleas Bill . . . . .	£ 4. 4. 0
Entry . . . . .	0. 18. 0
Appeal . . . . .	0. 2. 6
Apts Attendce, this Term 5 days . . . . .	0. 7. 6
Copy of y <sup>e</sup> Case . . . . .	0. 7. 6
Attorney fee . . . . .	0. 12. 0
Jury fees . . . . .	1. 18. 6
August Term 1785,	
Apts. Att. 13 days, 10/6 Contee 1/4 . . . . .	1. 0. 10
Febr Term 1786, no Cost for Apt. as p <sup>r</sup> Agreemt . . . . .	0. 0. 0
August Term 1786 Apts Att. 5 days 7/6 Contee 1/4 . . . . .	0. 8. 10
Febr Term 1787 no Cost to be tax'd for Apt y <sup>s</sup> Term only half fees paid the Jury	} 00: 19: 3
Wm Eusties Deposition . . . . .	
Examg &c . . . . .	0: 19: 10
	0: 3: 6
	12: 2: 3
Examd	
Att. Chas Cushing Cler	

Nothing remained for the town but to foot the bills and pay the rental of the Eustis farm from June 1, 1776, to 1787.

December 3, 1787. "Voted Deac<sup>n</sup> John Sale Deac<sup>n</sup> Joshua Cheever M<sup>r</sup> Joseph Green M<sup>r</sup> Abijah Hastings Cap<sup>t</sup> James Stower & Cap<sup>t</sup> John Sale Jun<sup>r</sup> a Committe to Estimate the Taxes & Charges of that Farm at the Ferry, Since the Town have had it in Possession, Voted to allow the abovesaid Committee four shillings p<sup>r</sup> day for the time they shall nessacarily spend in the abovesaid Service." <sup>20</sup>

*The Agreement with Thompson's Attorney* <sup>21</sup>

Know all men by these presents that I Robert Thompson of Elsham in the Kingdom of Great Britain in Consideration of Ninety pounds paid me by the Inhabitants of the town of Chelsea in the county of Suffolk in the Commonwealth of Massachusetts the receipt whereof I acknowledge Do for myself my heirs Executors & administrators forever release & discharge the said Inhabitants of Chelsea from all charges & claims for rent which I ever had against them or now have for the occupation of my Farm

<sup>20</sup> Chelsea Town Records in loco.

<sup>21</sup> The original is in the possession of John P. Pierce of Revere.

& Lands in said Chelsea called the Eustis Farm And I hereby release them from all demands I have against said Inhabitants or against any person who under them may have occupied the farm aforesaid Witness my hand & seal this 20th. day of July AD 1788

Witness T Dawes Junr  
Wm Cranch

Robert Thompson  
By his attorney Thomas Dawes  
hereunto Lawfully authorized by  
Letter of Attorney as recorded in  
this Registry of Deeds for the  
County of Suffolk.<sup>22</sup>

August 6, 1788. "Voted that the Town approve of the Conduct of the Committee that Settled with Coll Dawes for the rent of that farm at the ferry while the Town had it in possession, and to have the money with the interest Assessed as Soon as may be to pay him."<sup>23</sup>

"Chelsea aug<sup>st</sup> 27 1788 the Select men gave Liev<sup>t</sup> Abijah Hastings [an order] for £3 - 4. 0 for his time with the Committee about the farm . . .

"Chelsea Sept 3 1788 gave Liev<sup>t</sup> Sam<sup>l</sup> Pratt an order for \*6/ being in full of his acc<sup>t</sup> for his time spent with the Committee about the farm at the ferry.

[Feb. 25, 1789, the selectmen gave an order to Capt. James Stowers for "24/ for meeting with the Committee about Coll Dawes affair," etc.; also "Gave Deac<sup>n</sup> Joshua Cheever an order for 17\* 11<sup>d</sup> for his time spent with the Committee about Coll Dawes affair."] <sup>24</sup>

Thus ended after a contest of one hundred and fifteen years this remarkable case. The interest was a large one, and the town was needy. There was hope at the outset and encouragement as the case proceeded to warrant the contest. But in my judgment the town was not well advised, and should have abandoned the matter in view of the adverse decision of the General Court in 1676, and of the Superior Court in 1708. For fifty years innocent parties had possessed the Bellingham estates, and nothing less than the clearest legal reasons would justify their dispossession. Such reasons could not be found and upon the whole it was well that they could not; for Governor Bellingham's devise, though beneficently intended, was

<sup>22</sup> [L. 102, f. 225.]

<sup>23</sup> Chelsea Town Records.

<sup>24</sup> Selectmen's Records, i. 131, 133, 134.

an ecclesiastical endowment which, if good, would be indefinitely continued, and entail endless disputes as to its administration. The defeat of the town was a victory.

Historically, however, the case is of great value, not only locally, as bringing to light many facts concerning the old settlers nowhere else recorded, but should it ever come to the attention of the legal profession, it cannot fail to take its place among the most remarkable of causes, not only by reason of its unparalleled continuance, but as presenting, as no other case does, the history of legal proceedings in Massachusetts in colony, province, and state for a period of one hundred and fifteen years.

## APPENDIX

[*Writ of Execution* <sup>1</sup>

Suffolk ss: The Commonwealth of Massachusetts to the Sheriff  
of our County of Suffolk or his Deputy Greeting  
Seal Whereas Robert Thompson of Elsham in the Kingdom  
of Great Britain Esquire Before our Justices of  
Our Supreme Judicial Court holden for or within our County of  
Suffolk aforesaid at Boston upon the last Tuesday of August last  
by the Consideration of our Justices of our said Court, recovered  
Judgment for his title and possession of and in that Tract of  
Land at Winisimitt at Chelsea in the County of Suffolk now  
Occupied by Phillips Payson of said Chelsea Clerk called the little  
Farm <sup>2</sup> . . . against the said Phillips Payson who had Unjustly  
with-held put out or amoved the said Robert Thompson from his  
possession thereof also at the said Court Recovered Judgment for  
Twelve pounds two shillings & three pence for Costs and Damages  
which he sustained by Reason of the same as to us hath been made  
to Appear of Record: We Command you therefore that without  
delay you cause the said Robert Thompson to have possession of  
and in the said Two hundred Acres of Upland & Meadow & said  
one Acre & a half. We also command you, that of the Goods  
Chattles or lands of the said Phillips within your precinct, at the  
Value thereof in money you cause the said Robert to be paid and  
satisfied the aforesaid sum of Twelve pounds two shillings & three  
pence which to the said Robert was adjudged for his Costs and  
Damages with three shillings & two pence more for this Writ &  
duty and thereof also to satisfy yourself for your own fees. And  
for want of such Goods Chattles or Lands of the said Phillips to  
be by him shewn unto you or found within your precinct to the  
Acceptance of the said Robert to satisfy the aforesaid Sums : We  
command you to take the Body of the said Phillips and him  
Commit unto our Goal in Boston in our County of Suffolk afore-  
said and detain in your Custody within our said Goal until he pay  
the full sums above mentioned with your fees or that he be dis-  
charged by the said Robert or otherwise by order of Law. HEREOF

<sup>1</sup> Suff. Deeds, L. 153, f. 187.

<sup>2</sup> This description recites verbatim the writ of attachment.



fail not and make Return of this Writ with your doings therein into our said Supreme Judicial Court to be holden at Boston within and for our County of Suffolk on the third Tuesday of February next Witness William Cushing Esq<sup>r</sup>, at Boston the Twenty first day of September in the year of our Lord 1787 Char<sup>s</sup> Cushing Cle<sup>r</sup>. Suffolk ss: 21 September 1787 By Virtue of this precept to me directed I have caused the within named Robert Thompson to have possession of and in the within described Two hundred Acres of Upland and Meadow and the other one Acre and a half of land described in said precept haveing first amoved therefrom the within Phillips Payson and all other persons and said Robert by his Attorney the Honorable Thomas Dawes Esquire hath Entered into the House on said premises and has possession thereof and of said premises and there Privileges and Appurtenances and I have paid said Roberts said Attorney the within Costs and damages out said Phillips Estate and am Satisfied for my own fees and so I return this Execution in all parts satisfied — Richard Boynton D Sheriff Suffolk ss. 21 Sept<sup>r</sup> 1787 I have received of the above Richard Boynton possession of the above described Upland Meadow land and Appurtenances Thomas Dawes Boston 25 Sept<sup>r</sup> 1787 Received the within Costs Thomas Dawes Jun<sup>r</sup> for Plt.

Received Sept<sup>r</sup> 27. 1787 And accordingly Entered and Examined p<sup>r</sup> Nath<sup>l</sup> Greene Reg<sup>tr</sup>]

## CHAPTER XIX

## CAPTAIN ROBERT KEAYNE'S ESTATE IN RUMNEY MARSH

NEXT in interest to the Bellingham estate at Winnisimmet was that of Captain Robert Keayne in that part of Rumney Marsh now Revere. One of the largest, it included some of the best land on the New England coast. There were two farms, one of eight hundred seven and a half acres, called the great farm, and the other, the little farm, of one hundred seven and one fourth acres, less one half of the old ["country"] road which ran through or past these farms. They were separated by John Cogan's small farm, fifty-six rods in width, running westerly from the B. H. Dewing estate to the Malden line.

Captain Keayne's great farm was northerly of the Marshall, Matson, and Gallopp allotments,<sup>1</sup> easterly of Malden, southerly of the Pines River, and westerly of the westerly line of Dewing's estate, for Captain Keayne's estate did not touch the Salem Turnpike, now Broadway, which passed through Cogan's great farm leaving a part on the westerly side.<sup>2</sup> The little farm, allotted to John Sanford, afterwards governor of

<sup>1</sup> [This was according to the original grant to Captain Keayne in January 1637/8. Presumably the allotments mentioned in the text became a part of his great farm. *Supra*, pp. 126, 127.]

<sup>2</sup> The largest present or late owners are, beginning on Malden Street westerly of Daniel T. Fuller's, the heirs of P. C. Hall, whose estate runs northerly to the Pines River. On this estate was the Colonel Paige, or Oliver, mansion said to have been built in 1715 and lately torn down. Westerly is the late Z. Hall farm, now of the Derby heirs, this with their other land reaching the Pines River. Then in order those formerly of Abner Pierce and William Hall, which with part of the Copeland farm (the heirs still owning part) now belongs to John P. Squires, whose house stands near the site of Captain Keayne's house, taken down some years since. The westerly part, northerly of the road, belongs to the Blodget heirs and those of the late William Hall. That part of the great farm lying south of Malden Street is now owned by S. A. Hall and J. P. Squires. This account of ownership was written many years ago, and I hardly need say that since then many changes have been caused by death. [See Hopkins' Atlas of Suff. Co. (1874), lv. Plate P.]

Rhode Island, contained "a hundred acrs: bounded on the South with M<sup>r</sup>. Newgate; on the West with Charlestowne; on the North with Thomas Marshall; and on the East with the highway." Keayne probably purchased it of Sanford by deed not recorded.<sup>3</sup> February 10, 1702/3, Colonel Nicholas Paige, whose title will be shown later, sold it to Governor Joseph Dudley, uncle to Anna Keayne Paige, granddaughter of Captain Keayne.<sup>4</sup> The Dudley house is still standing (1881). In 1703 it was occupied by John Chamberlain.<sup>5</sup> The easterly part of the estate is owned by the heirs of Benjamin Shurtleff; and the westerly by those of Oliver Pratt.

Between Captain Keayne's great and little farms was John Cogan's small farm of 1665, referred to above, which his grandchildren sold to Hugh Floyd between 1700 and 1709. The Cogan, or Floyd house, is supposed to be still standing easterly of the old "country road," near the Malden line.<sup>6</sup>

<sup>3</sup> [*Supra*, p. 127.]

<sup>4</sup> Suff. Deeds, L. 21, f. 410. [This was a deed of gift from Nicholas Paige and his wife to Governor Joseph Dudley in trust for the use of themselves for life, and to the use of Governor Dudley's son Paul after their death. For the history of this farm see *infra*, pp. 664, 607; vol. ii. 82.]

<sup>5</sup> John Chamberlain, though not satisfactorily proved to have been a relative of his contemporary, Jacob Chamberlain of Rumney Marsh, my first known ancestor of the name, was a man of local prominence, and his genealogy is given, *infra*, p. 651. [The house is no longer standing (1906).]

<sup>6</sup> At present I am unable to solve a difficulty respecting the Oliver Pratt house. It is this: His estate is on the westerly part of Captain Keayne's small farm, the easterly part of which belongs to the Shurtleff family. But Pratt's house seems to be the Cogan, or Hugh Floyd house, on Cogan's small farm, and is so placed on a plan of these farms by the late B. H. Dewing, well informed as to such matters. It is not improbable, though I have no evidence of it, that by purchase the Cogan, or Hugh Floyd house, on Cogan's little farm, became a part of Keayne's small farm, and so ultimately the Oliver Pratt house, which with many changes is still standing.

June 30, 1896, I called at the Oliver Pratt house, where I found Sarah D. Lewis (born at New Boston, N. H., October 11, 1813), second wife and widow of Oliver Pratt. She said that Oliver Pratt was born April 26, 1792, and died December 17, 1870. His mother, a Wilcutt of Framingham, died June 28, 1837. [*Supra*, p. 147.] Oliver Pratt, a cousin of the late Caleb Pratt, was born in the old house, which lately stood on the Cook estate near the junction of Washington Avenue and the avenue which leads to Woodlawn Cemetery, and is said to have been built of barracks occupied by the Continental troops in the winter of 1775-1776, which were removed from a site near Washington Park near the old poor house estate.

The Oliver Pratt estate was once owned by Captain Samuel Sargent, an officer in the Revolution, and a trusted citizen of Chelsea. His son Benja-

I now return to Captain Keayne and the fortunes of his family. He came over in 1635, and died in Boston, March 23, 1656, aged sixty-one. As merchant-tailor he had acquired property, and as early as 1624 aided the plantation at Plymouth. He had been of the Honourable Artillery Company in London, and in 1638 was most active in getting up that in Boston, which still survives, and of which he was the first captain. Between 1638 and 1649 he was often a Representative to the General Court, and several times its Speaker.<sup>7</sup> On the southern corner of Washington and State streets were his Boston house and garden; but like Winthrop and some others he had his country farm, of which I am giving some account. His will,<sup>8</sup> of over one hundred and fifty pages, dated in 1653, is upon the whole creditable to him. Some of its provisions are these:

Seeing that it had pleased God to use him "as a poore instrument to lay y<sup>e</sup> foundation of that Noble Society of the Artillery Company," he desired to declare his affection to them, and to be buried as a soldier in a military way.

And because he was not ignorant that there had been many clamors and evil reports raised up against him here and elsewhere, as if he had got his estate "by unjust dealing and

min's daughter was the first wife of Oliver Pratt. [Oliver Pratt married Lois Sargent, January 6, 1814.] Emma Louise Pratt, daughter of William J., and granddaughter of Oliver, Pratt kindly took down from the lips of her grandmother the substance of this note.

[In 1750 Samuel Sargent purchased the westerly sixty acres of the little Cogan or Hugh Floyd farm with buildings thereon. Thirty-two years later he purchased the westerly thirty-two acres of the Dudley farm, without buildings. These lands were inherited by Oliver Pratt. (*Supra*, p. 184.) March 12, 1770, the town of Chelsea voted "to Dismiss that Article in the Warrant Respecting Mr Samuel Sargeants Loss that he Sustained by fire."]

<sup>7</sup> [October 7, 1646, he served as Speaker *pro tem.* of the House of Delegates; so far as is known this was his only service in that capacity. See Mass. Col. Rec., iii. 78; Savage, Winthrop, ii. 53; Hist. of Ancient and Hon. Artillery Co. His wife Anne was a daughter of Sir John Mansfield, and a sister of the wife of John Wilson, first pastor of the First Church in Boston. (N. E. Hist. and Gen. Reg., vi. 156.) In his will Captain Keayne called Edward Rawson cousin, and in 1684 Rawson testified that he knew the family when they lived in Birching Lane, London. See Stow, Survey of London (ed. 1842), p. 75.]

<sup>8</sup> Suff. Prob. Rec., L. 1, ff. 116-274; printed in Boston Rec. Com. Rep., x. 1-54.

wronging of others,"<sup>9</sup> he had in his former wills set apart two hundred pounds for any man or woman, in Old England or New, who could make it justly appear that he had wronged them, that they might have full satisfaction allowed them; but having lived seventeen or eighteen years in New England, and none such having appeared, he dropped that clause from his present will.

He thought "of the want of some necessary things" for the town of Boston, "as a Market place & Cundit, the one a good helpe in danger of fyre," the want of which had been found by sad experience, "the other usefull for the country people that come with their provisions for the supply of the towne," that they might "have a place to sitt dry in and warme both in cold raine & durty weather," and "a place to leave their corne or any other things safe" that they could not sell, till they came again, also "some convenient roome or too for the Courts to meete in both in Winter & Sumer, & so for the Townes men & Commissioners,"<sup>10</sup> also "in the same building or the like . . . a convenient roome for a Library & a gallery or some other handsome roome for the Elders to meete in," also a room for an Armory, a room for "Devines & Schollers," and another for merchants and masters of ships. He mentioned free schools and the college, and made bequests for both.

To Robert Keayne is due the credit of first suggesting and giving some portion of his estate for a market, water supply, town house, public library, and the like, which in after years added to the safety, health, intelligence, and reputation of the

<sup>9</sup> See Capt. Keayne's Will, Transactions of Col. Soc. of Mass., i. 392. [Also Savage, Winthrop, i. 314-317; ii. 69-72; A. B. Ellis, Hist. of the First Church in Boston; Records of Court of Assistants, ii. 124.]

<sup>10</sup> "For the necessary, full & suiteable repaire of the Towne or Court House in Boston, founded by the late Capt Robert Keayne, it is ordered by this Court, that the selectmen of Boston shall & hereby are desired & impowred as a committee to see to & order the same wth all convenient speede, the chardge whereof is to be borne & defrayed the one clere halfe by the Tresurer of the country, one fowerth part thereof by the Tresurer of ye county of Suffolke, & the other fourth part by the Tresurer of the towne of Boston." Mass. Col. Rec., iv. pt. ii. 351. This was in October, 1607. The site of the building was the same as that of the Old State House. See Proc. Mass. Hist. Soc., iii. 337; also Old State House Memorial (1882), p. 26 *et seq.*, for interesting facts as to Captain Robert Keayne and his will, by William H. Whitmore. [Sewall, Diary, i. 160.]

city. He not only devised his estate to lay the foundation of a library, but he also gave "my 3 great writing bookes w<sup>ch</sup> are intended as an Exposition or Interpretation of the whole Bible, as also a 4<sup>th</sup> great writing booke in which is an exposition on the Prophecy of Daniel of the Revelations & the Prophecy of Hosea not long since began."

If the town did not undertake the works mentioned in his will, then the sums set apart for them were to go to the college, and in respect to this contingent bequest his views were sensible and as in other ways in advance of his age, for his desire was that his gift should not be improved about buildings or repairs, but for the "helpe of such poore & hopefull scholl<sup>rs</sup> whose parents are not comfortably able to maintaine them there for theire dyett & learning." If the town did not build a handsome room for a library, his books were to go to Harvard College.

It is obvious from his will that Captain Keayne was much at his farmhouse at Rumney Marsh, for there he kept books in which were entered accounts of his stock, the cows killed for his own use, such as died by casualties, and others that were destroyed by the wolves. These and other matters are more fully set forth in the following extracts:

"At my ffarme . . . is a pticul<sup>r</sup> acco<sup>tt</sup> of all my Cattle & other things & what increase comes of them from yeare to yeare, what of them I sell away or kill for my owne use, as also what of them dyes by casualty or are lost by the wolves, & how many remaines of all sorts ev'y yeare with there ages prizes & worth taken ev'y spring or beginning of the New yeare by w<sup>ch</sup> you will see what living Cattle I have, of oxen, Cowes, Calves, horses, swine & in whose hands they are to require them, these with the Inventory booke of my estate before mentioned will be a good direction & great help to you when you come to take an Inventory of my estate & to value the pticul<sup>rs</sup> thereof in w<sup>ch</sup> also I doe use to sett downe the value of the Cattle at lesse then they are worth & then they would yeald if I were to sell them or to putt them off one by one, there is also the pticul<sup>rs</sup> of my ffarme & the value of it.

"There is also at my ffarme a long paper booke bound in parchment, such a one as my Inventory booke in my closet at Boston w<sup>ch</sup> I mentioned before, w<sup>ch</sup> booke I comonly keepe in that roome at my ffarme w<sup>ch</sup> I keepe locked up for my owne use, in w<sup>ch</sup> is the pticul<sup>rs</sup> of the charges & profitts that I make of my

ffarme ev'y yeare with an acco<sup>tt</sup> of the Corne & Apples & Butter & Cheese that is made & where they are with some debts therein due to me & some other acco<sup>ts</sup> to be Kept & pused.

"There is at my ffarme also many printed books both great & smale, Divinitie, Hystory, Millitary bookes & that I made use of there & some written Sermon bookes both in my Closet & Chamber there. There is also some Plate as a Silver Porringer, a Sacke Bowle, a silver hot water cup, 3 silver spoones y<sup>t</sup> were kept for our owne use there, in a little boxe in my closet, there is also in my standidge at the ffarme w<sup>ch</sup> hath a locke & a key to it, some silver & peage in one of the private or secreet boxes of the same & this I keepe in my closet there & these things are besides all the bedding sheets linnen houshold stuffe dary vessells carts &c."

Captain Keayne's son Benjamin, born in London, came over with his father in 1635. He married before June 9, 1639, Sarah, daughter of Governor Thomas Dudley, and had a daughter named Anna. Major Keayne lived some time at Lynn, but went to England with his wife about 1645. Notwithstanding her high lineage and connection her career was scandalous. He repudiated her; he died in 1668,<sup>11</sup> and she in 1659. Their daughter Anna was provided for in the will of her grandfather, Captain Robert Keayne, who said, "my desire & request is to all my overseers that in case my son Benjamine should dye before his daughter Hannah Keayne should be of age to enjoye hir owne estate that they would be assistant to my wife hir Grandmother, in there best counsell

<sup>11</sup> [August 5, 1668, Nicholas Paige presented to the County Court "an Inventory of mr Benjamin Keayne's Estate heere in New England." From this it has been assumed by Savage and others that he died in 1668. Yet in January, 1683/4, in the petition of Captain Nicholas Paige and Anna his wife (daughter of Benjamin Keayne) to be appointed executors of Captain Robert Keayne's estate, it is stated that Benjamin Keayne "deceased before the sd Testator," that is, before March 23, 1656. When the executorship of Captain Robert Keayne's estate was transferred by his widow to Edward Lane in 1657, mention was made of "ye late Major Benjamin Keayne." In the petition of Edward Lane, in 1659, to be relieved of the executorship of Captain Robert Keayne's estate he estimated the legacies he was to pay to Anna Keayne and others according to a proviso in the will, which came in force if Captain Keayne's son died before him. Suff. Prob. Rec., L. 5, f. 131; Savage, Winthrop, i. 315; N. E. Hist. and Gen. Reg., xxxi. 105; Suff. Deeds, L. 4, f. 167; Chamberlain MSS., iii. 179; Mass. Archives, B. 15. p. 212. Benjamin Keayne's will was dated in London, October 16, 1654; it gave his estate to his daughter, Anna Keayne. (Dean Dudley, Hist. of the Dudley Family, 73.)]

& advice to dispose of hir for hir future education & learning, unto some such wise & godly M<sup>re</sup> or family where she may have hir carnall disposition most of all subdued & reformed by strict discipline & also that they would shew the like care & assistance in seasonable time to provide some fitt & godly match proportionable to hir estate & condition that she may live comfortably & be fitt to doe good in hir place & not to suffer hir to be circumvented or to cast away herselfe for want of counsell & watchfullnes upon some swagering gentleman or others that will looke more after the enjoying of what she hath, then living in the feare of God & true love to hir."<sup>12</sup> The result did not correspond with the pains taken. Her first husband, Edward Lane,<sup>13</sup> was succeeded by Nicholas Paige, who died in 1717.

Such were the persons whose conduct gave rise to animadversion, and whose interest in the Keayne farm was the subject of protracted controversy. In Captain Keayne himself we find the elements of a mixed character. He was sagacious, farsighted, and public-spirited above the average of his contemporaries, but unless unjustly suspected, as he always claimed, his love of gain led to extortionate dealing with his

<sup>12</sup> Boston Rec. Com. Rep., x. 21.

<sup>13</sup> Edward Lane, a merchant, came in the Speedwell from London, 1656, aged 36. He bought the estate of Robert Harding in 1657. [The estate was conveyed to him in 1651. On the same date, describing himself as of the city of London, merchant, he gave a power of attorney to his loving friend William Brenton to sell it. Suff. Deeds, L. 1, ff. 319, 321.] Dec. 11, 1657, he married Anna, daughter of Benjamin Keayne; and had Anna, born October 5, 1660, who died June 27 following; and Edward, born February 20, 1661/2. [Edward, only son of Nicholas and Anna Paige, died in Leyden, Holland, November 1, 1680. N. E. Hist. and Gen. Reg., xxiii. 267-269. In 1665, Anna Keayne Paige acknowledged that her children, though recorded in Boston as of Edward Lane, were not his children. Suff. Early Court Files, No. 2233.] The next year he sold his estate at Malden to Richard Dexter, and died not long after. [He secured this farm by execution against Samuel Eldred for the delinquent rent of the Keayne farm. In December, 1663, after he had privately separated from his wife, and deeded her Captain Keayne's mansion house in Boston, he transferred the title to the rest of his estate, including a mortgage on the land in Malden, and the estate of Captain Keayne in Boston and Rumney Marsh, to Elder John Wiswall and Richard Cooke. His estate before his marriage in 1657 was variously estimated by Captain Keayne's widow and Richard Cooke at from £500 to £1800. He died January 12, 1664/5. (Deposition of James Oliver, Suff. Early Court Files, No. 2233, vol. xxvii. p. 69.)] His widow married Nicholas Paige.



customers; and once at least he was before the General Court to answer, and unsuccessfully, that charge. But upon the whole he maintained a high place among the colonists.

His son was most unfortunate in his marriage with Governor Dudley's daughter, who led him a miserable life until at last he was obliged to repudiate her. Nor did her daughter, as Mrs. Anna Paige, escape the animadversion of the Great and General Court on account of certain passages in her life. But the Keayne farm, apart from the personal interest of its owners, has a history which entered into the politics of the times, and especially the revocation of the first charter. This I now relate. When Captain Robert Keayne's granddaughter became marriageable she found a suitor, not ineligible, it is presumed, in Edward Lane, a young Englishman who had been in the country only a few years. Before the marriage Edward Rawson, William Brenton, Edward Hutchinson, and James Johnson, friends of the parties, November 24, 1657, drew up a paper proposing the terms on which the said Edward Lane "might take upon him ye place of Executor to ye last will & testament of Rob<sup>t</sup> Keayne ye grandfather to secure to himselfe what possibly may be such part of his intended wives portion, as in case she should dye before she attaine ye age of eighteen yeares by ye s<sup>d</sup> will is otherwise disposed of & likewise reape ye advantage yt may be had in such over plus of houses & lands as may be made over & above what they are vallued at in ye Inventory yt ye s<sup>d</sup> Anna ye grandmother might be freed from such trouble as inavoidably would fall upon her should she continue Executrix & receive such meet recompence for ye benefit of Executrixship as is just & equal."<sup>14</sup>

Four days later, 28th November, 1657, in pursuance of the foregoing recommendation of friends, Madam Anna Keayne and Edward Lane entered into an agreement, [which has been printed in Suffolk Deeds, L. 3, f. 77].<sup>15</sup>

<sup>14</sup> Chamberlain MSS., lil. 179.

<sup>15</sup> [The discovery of new material among the Suffolk and Middlesex Court Files, in the Massachusetts Archives, and elsewhere, necessitates a reconsideration of this case, and a new method of treatment. The documents are exceedingly voluminous and technical, as well as in some cases scandalous. Judge Chamberlain's text is given as he left it, omitting long documents that have appeared elsewhere in print. The place where every

Edward Lane married Anna Keayne, December 11, 1657, but he did not prosper, and failed to keep his contract,<sup>16</sup> for within eighteen months after marriage he was before the General Court. May 28, 1659, is the following:<sup>17</sup>

"The buisnes respecting M<sup>r</sup> Edward Lane & M<sup>rs</sup> Anna Keajne, Señ, being referd to the consideration of a comittee, to be indifferently chosen by themselves, w<sup>ch</sup> M<sup>rs</sup> Keayne, Señ, not consenting to, the Court judged it meete to proceede to nominate the sajd comittee, & doe appoint M<sup>r</sup> Richard Russell, M<sup>r</sup> Edward Collins, Cap<sup>t</sup> Eliaser Lusher, Cap<sup>t</sup> Thomas Clarke, & Cap<sup>t</sup> W<sup>m</sup> Davis a comittee to act in the case, according to the Courts order & instruccōns, w<sup>ch</sup> is as foll: . . . Yow, or the major part of yow, are hereby authorized and impowered by this Court to assemble y<sup>r</sup>selves together at Boston the twentieth day of July next, then & there to consider of all such things as shall be necessary for the discharge of the trust comitted to yow by the Court, referring to the case aboue mentioned, viz<sup>t</sup>, to call for Cap<sup>t</sup> Robert Keaynes will & inventory, together w<sup>th</sup> what writtings, contracts, evidences, &c, haue from tyme to tyme binn made betweene the partjes aforesajd, as also by warrant, if neede be, to call for both parties, & such wittnesses as cann testify in the case, & the sajd wittnesses to examine, vpon oath, in any thing w<sup>ch</sup> yow shall see necessary herein, & to yo<sup>r</sup> vttermost power & endeavo<sup>r</sup>s to make a loving & amicable agreement, if it may be, to mutual sattisfaction of the sajd M<sup>r</sup> Lane & M<sup>rs</sup> Anna Keajne, thereby to prevent further trouble to this Court, or, if otherwise, to prepare the case, so farre as yow cann, for a further hearing, & to make a true representation of the same to y<sup>e</sup> next session of this Court."

October 16, 1660, Mrs. Anna Keayne, Sr., became the third wife of Samuel Cole, by whose name she will hereafter be known.<sup>18</sup> The Arbitrators doubtless made their

document may be found is indicated. A résumé of the case is given in an appendix to chap. xxi., also the papers in one suit. The suit chosen is of especial interest, as it followed immediately upon the revocation of the Colony's Charter and the appointment of Joseph Dudley, as President, was dependent upon that event, and was the first instance in which an action of *ejectione firmæ* was tried in a Massachusetts court. A complete file of papers has been preserved.]

<sup>16</sup> [See the appendix.]

<sup>17</sup> Mass. Col. Rec., iv. pt. i. p. 369. [*Infra*, note 23.]

<sup>18</sup> Savage. But a year earlier she is spoken of as Mrs. Cole in an order of the General Court, October 18, 1659.

report, though I find nothing of it, as it was the basis of the following order of October 18, 1659:<sup>19</sup>

"In the Case now dependinge between m<sup>r</sup> Edward Lane and M<sup>rs</sup> Anna Cole Late wife to Cap<sup>t</sup> Rob<sup>t</sup> Keane, The deputies Conceine that as the Case represents it selfe it is not Capeable of a p<sup>r</sup>sent Issue by this Court although the Court should last much longer, but doe therefore Judge that a Co<sup>m</sup>ittee be Chosen & empowred by this Court to put a finall Issue thereto, & to that end are hereby Authorized to examine the Acc<sup>o</sup> of the sd Lane, what hath bin by him receiued & also how much he hath Necessarily disbursed or expended in paying Legacies, building or repaying the houses & how much the Estate hath bin advaunced by such expences, as also what else hath bin layd out in any other way referringe to the estate, & the same to Allow & approue off so farr as they shall se it Just & equall & so farr as the sd Lane shalbe Credito<sup>r</sup> to the estate to determine & conclude, not only how much he shall be allowed, but also in what It shalbe payd, & the same to sett out apprise & deliuer vnto him, & this Court doth Judge the sd Lane is disingaged off all his bonds & obligations between him & the sd M<sup>rs</sup> Cole, referringe to his executorshipp And that he is also discharged of his executo<sup>r</sup>ship respectinge the estate of the sd Cap<sup>t</sup> Keane And It is left to the ourseers of the Will to Nominate such others in his Room as they shall Judge meet & shal be approued off by this Court, to pay Such Legacies as are yet vnpayd, & to take Charge of the estate to se it be disposed off accordinge to the will of the Testator, & the Charge of this & the former Comittee to be payd out of the estate, the Co<sup>m</sup>. to be Chosen by the whole Court meet together, the deputies haue past this desireinge the Consent of o<sup>r</sup> hono<sup>r</sup>d magis<sup>ts</sup> heerto

4 (9) 1659

William Torrey Cleric.

The magis<sup>ts</sup> Consent no<sup>t</sup> Edward Rawson Secrety.

4 (9) 59 Voted by y<sup>e</sup> whole Court<sup>20</sup> Edw Rawson Secrety."

"The whole Court mett together, by theire vote, ordered, —

1. First, that Edward Lane shalbe paid sixe hundred & fifty pounds sterling in marchantable beife, porke, pease, wheate, barley, and Indian corne, of each proportionable, or otherwayes to his satisfaction.

<sup>19</sup> [The orders were passed at the October session, but not on the opening day of the Court. As the draft of the first order, preserved in Mass. Archives, vol. B. 15. p. 214, gives the action of both houses, it is substituted for the final record printed in Mass. Col. Rec., iv. pt. i. p. 391.]

<sup>20</sup> [As the two houses disagreed, they met in joint session. The next order in the text follows the last immediately in the Mass. Col. Rec.; the precise date of its passage is unknown.]

2<sup>y</sup> That Edward Lane shall receive of Sarjant Eldred the two yeares rents for the farme & stocke at Rumney Marsh.

3<sup>y</sup> That he shall haue all the rents of the houses in Boston for two yeares, which will be expired the seventh of December next, the house M<sup>rs</sup> Cole liues in excepted, and also that good securitje be giuen him for the payment of the sixe hundred & fifty pounds aboue expressed, and also that Samuel Eldreds securitje he hath and is to giue may be for the securitje of his rent for the two yeares rent aboue expressed; and it is further ordered, that the aboue mentioned sixe hundred and fifty pounds be paid M<sup>r</sup> Lane, in such pay as is aboue mentioned, once w<sup>th</sup>in sixe moneths, & in case it be not paid w<sup>th</sup>in y<sup>t</sup> time, he shallbe allowed vse for y<sup>e</sup> same to y<sup>e</sup> end of other sixe months, & in case it be not paid w<sup>th</sup>in twelve months, it shallbe lawfull for the said Edward Lane to sell two thirds in the new house, and two thirds in the old house & yards, and sattisfy himself the said some of sixe hundred & fifty pounds as abouesaid, the said two thirds of the said houses & yards being made ouer as his securitje for the payment of the same; and it is ordered, that the said Edward Lane forthwith deliuer vp all the lands & houses, bookes of accompts, bonds, bills, & all other writtings, stocke of catle, & what else he hath in his possession belonging to the estate of the said Capt Keayne, to the ouerseers; and it is ordered, that M<sup>rs</sup> Cole forthwith bring into this Court & deliuer vp all the bonds wherein M<sup>r</sup> Lane stood bound to the said M<sup>rs</sup> Cole, formerly Keayne, to be cancelled; so also that the secretary bring in the bond of a thousand pounds that the said Edward Lane stands bound to him & Capt Johnson for Anna Keaynes, Ju<sup>ff</sup>, jointure."<sup>21</sup>

"The ouerseers of Capt Keaynes will are heereby empowred to take the estate into their hands, & to sell or dispose thereof, for speedy payment of the legatjes, according to the will, as they shall judge & determine, provided their determination be approved by Majo<sup>r</sup> Atherton, M<sup>r</sup> Russell, M<sup>r</sup> Danforth, Majo<sup>r</sup> Hawthorne, M<sup>r</sup> Stoddard, & Left Cooke, or the majo<sup>r</sup> part of them, who are appointed by this Court as a comitttee to joyne w<sup>th</sup> the ouerseers in interpretation of the will respecting legacies to his relation[s]; & the conclusion agreed on by the majo<sup>r</sup> parte of the ouerscers & of the said comitttee shall be a finall issue of all causes or actions that haue or may arise concerning legacies bequeathed by the said will."<sup>22</sup>

<sup>21</sup> Mass. Col. Rec., iv. pt. i. 392.

<sup>22</sup> *Ibid.*, 395. [The date in the margin of record is November 12, 1659. Both orders were "Voted by ye whole Court." Mass. Archives, B. 15. p. 215.]

Things were all going wrong, for the same day it is recorded that

"On the desire of M<sup>rs</sup> Anne Keayne, Junio<sup>r</sup>, the Court doth also appoint M<sup>r</sup> Symon Bradstreet & Majo<sup>r</sup> Gen<sup>l</sup> Dennison to be her guardians, & M<sup>r</sup> Edward Lane, who was formerly allowed, is hereby discharged, and enjoyned to give an account of his acting as guardian during his continuance, and to retourne all papers & writings belonging vnto the said M<sup>rs</sup> Anne Keayne in referenc to hir ffathers will." <sup>22</sup>

Some mystery is wrapped up in these orders. The marriage settlement seems to have been set aside, and the estate thereby given to Edward Lane recalled and revested in the overseers with power to sell the same for the payment of debts and legacies. Lane was discharged of his bonds, declared entitled to repayment of sums expended for the estate, and on the desire of Mrs. Anna Keayne, junior, to whom was given her maiden name, he was removed as her guardian, and others appointed. The General Court annulled the marriage,<sup>23</sup> but the parties came together again, and I find no other evidence of it than appears in the foregoing entries. In the record below, November 12, 1659, she is called Anna Keayne instead of Anna Lane:

"In consideration of the late Capt Robert Keaynes libberall guifts to the country in his will, the whole Court mett together voted, that M<sup>rs</sup> Anna Cole, the late relict of the said Capt Robert Keayne, and Anna Keayne, the grandchild, shall haue five hundred acres of land a peece lajd out to them & theire heires where it is to be found." <sup>24</sup>

Mrs. Cole's five hundred acres were, October 16, 1660, laid "in the wildernes, on the western side of Merremacke Riuer,

<sup>22</sup> Mass. Col. Rec., iv. pt. i. 395. [The date in the margin of record is November 12, 1659. Both orders were "Voted by ye whole Court." Mass. Archives, B. 15, p. 215.]

<sup>23</sup> [The marriage was annulled by the Court of Assistants. The case came before the General Court by petition from Edward Lane, because after the annulling of the marriage the widow of Captain Keayne declined to release Lane from the business agreement by which he assumed the executorship of her husband's estate.]

<sup>24</sup> Mass. Col. Rec., iv. pt. i. 410, 443, 444.

at Sowheaganucke"; and Anna Keayne's<sup>25</sup> not far away, "at a place called by the Indians Quoquinnapasskessanahnoy."

[Conveyance from Edward Lane to Thomas Brattle and Robert Gibbs in trust for Anna, "now Reputed wife to me the Said Edward Lane," of the mansion house of Captain Keayne in Boston, December 2, 1663, printed in Suffolk Deeds, L. 4, f. 167.]

December 14, 1663, Edward Lane, failing to meet his engagements in respect to the payment of legacies, conveyed the Keayne estates to Richard Cooke and John Wiswall, by a deed,<sup>26</sup> which gave rise to innumerable law suits lasting for forty years. Cooke and Wiswall, the grantees, claimed an absolute fee in Captain Keayne's estates, and fought the battle on that line. If Captain Keayne's will gave the fee of the Rumney Marsh farms to his wife, she could have conveyed it to Edward Lane, as she seems to have agreed to do in the marriage settlement of her granddaughter, 28th November, 1657; but a cursory reading of the will leaves the impression that she had only a contingent interest in the estates, in no case extending beyond her own life, and that was the view taken by Colonel Nicholas Paige, and hence the long war upon which we are entering.

The following entry gives earliest intimation that the contest had begun; and in this, as in the Bellingham suits, we shall be perplexed by loss of records. Apparently Nicholas and Anna Paige had begun a suit for the estates conveyed to Cooke and Wiswall in 1663 in trust, as they claimed, by the deed above cited.<sup>27</sup> In the controversy between Colonel Paige and Cooke and Wiswall, which resulted in the defeat of the latter, it is to be remembered that their title, whether good or bad, legal or merely equitable, was derived from Edward Lane, and that his title seems to rest on conditions unperformed.<sup>28</sup> May 23, 1666. "In answer to the petition of Richard Cooke, the Court graunts his request, i.e., liberty to put in his ans<sup>r</sup> to M<sup>r</sup> Nicholas Paige, & Anna, his wives, declaration in writing

<sup>25</sup> [According to the record she was "Mrs. Anna Lane." *Ibid.*, 444. For the significance of this grant, see the appendix.]

<sup>26</sup> [Omitted because printed in Suff. Deeds, L. 4, f. 101.]

<sup>27</sup> Suff. Deeds, L. 4, f. 191.

<sup>28</sup> See the creditor's statement, *infra*, p. 649.

to this Court." <sup>29</sup> Edward Lane had died, and Mrs. Anna Keayne Lane had married Nicholas Paige; <sup>30</sup> but precisely what this suit was about I am unable to say, doubtless respecting the Keayne estates.

At the same term of the court and on the same day, <sup>31</sup> is this entry:

"Whereas Anna Page, the wife of Nicholas Page, was indicted at the last Court of Assistants for adultery, & by reason of disagreement of bench & jury, the case was brought to this Court for further trial, & vpon full hearing of the case, the Court found hir guilty of much wickednes, but vpon a motion from himself, the Court gaue hir oppertunity to make acknowledgment of such hir great offences w<sup>ch</sup> were charged vpon hir, which accordingly she hath donne to the satisfaction of this Court, who doe hereby declare their acceptation of it, so as she make the like acknowledgment in open Court when called thereto; that as the Court hath seene the fruits of her repentance, so it may be declared to others also. The said Anna Page came into the Court, & openly made acknowledgment, in like manner, to the Courts acceptance, who ordered that M<sup>rs</sup> Page pay the charge of the witnesses, & so is discharged." <sup>32</sup>

The General Court became weary of her affairs, for October 10, 1666, appears the following:

"In answer to the petition of M<sup>rs</sup> Anna Page, referring to the estate of M<sup>r</sup> Robert Keayne & the disposure thereof, hauing considered the actings of this Court thereabouts, but more especially a fynall determination therein transacted by a committee of this Courts deputing, of vnbyassed persons joyning w<sup>th</sup> the ouerseers, this Court judgeth it not suiteable to reuiue troubles to the Court therein, & wherein M<sup>r</sup> Lane, deceased, hath binn injurious to the petitioner, his former indulging the same may be a sufficient ground of buriall therein; but in case of any non performance of the solem agreement mentioned in any article thereof, an inferioriour judicature may be applyed vnto, referring to a legall prosecution therein." <sup>33</sup>

<sup>29</sup> Mass. Col. Rec., iv. pt. ii. 302. [Suff. Early Court Files, No. 2233.]

<sup>30</sup> *Infra*, p. 656.

<sup>31</sup> [Ordinarily the votes of the General Court were recorded as of the opening day of the session. Occasionally the date of passage was given in the margin of the record, but it was not given in this instance.]

<sup>32</sup> Mass. Col. Rec., iv. pt. ii. 309.

<sup>33</sup> *Ibid.*, p. 327. [For the agreement cited here, see vol. ii. p. 59; also p. 62.]

The estate of Captain Robert Keayne was not easily settled, and the legatees did not get their money; consequently the overseers or executors made the following petitions:<sup>34</sup>

To the Hon<sup>rd</sup> Gen<sup>l</sup> Court now Assembled at Boston.

The Petition of the Overseers of the  
last Will and Testament of Cap<sup>t</sup> Robert  
Keyne:

Humbly Shewes

Whereas M<sup>r</sup> Edward Lane late of Boston vpon a Contract of Marriage with M<sup>rs</sup> Anna, the Granchild of Cap<sup>t</sup> Robert Keyne, did Covenant with M<sup>rs</sup> Anna the Relict & Executrix of y<sup>e</sup> last Will of y<sup>e</sup> Said Cap<sup>t</sup> Keyne to take into his Possession y<sup>e</sup> whole Estate of y<sup>e</sup> said Cap<sup>t</sup> Keyne and to discharge and pay all y<sup>e</sup> Debts and Legacies bequatheth in y<sup>e</sup> said Will, as by the Said Covenant may more fully appeare, but afterwards, (not haueing performed y<sup>e</sup> Same) upon the Nulling of y<sup>e</sup> Said Marriage; he obtained by y<sup>e</sup> Judgm<sup>t</sup> of this Hon<sup>rd</sup> Court a Release and Discharge from the Said Engagem<sup>ts</sup> and Covenant, yet detaineyd the Said Estate in his Possession, diuers Debts and Legacies being vnpaid, and after a Second Coming together of y<sup>e</sup> Said Edward and Anna, without the advice and Consent of the Overseers of Cap<sup>t</sup> Keyne's Will; the Said Overseers with y<sup>e</sup> advice and Consent of a Committee of y<sup>e</sup> Gen<sup>l</sup> Court, did agree that y<sup>e</sup> Said Lane should Continue Seized of the Said Estate to the only end that the Will of the Deceased might duely be Executed, and all debts and Legacies paid, for the performance whereof the Said Lane was to giue Security to y<sup>e</sup> Said Overseers as may appeare by y<sup>e</sup> Articles of agreem<sup>t</sup> more at large; Notwithstanding which the Said Lane hath neither giuen Security, nor discharged all y<sup>e</sup> debts and Legacies according to his Covenant, and y<sup>e</sup> Exprese Condition of his being betrusted with the Said Estate; But on y<sup>e</sup> Contrary hath as wee are informed by a fallacious Deed Conveyed the Said Estate to Leift Cooke and Deacon Wiswall, who now stand Seized thereof, and haue refused to deliue<sup>r</sup> the Same vnto us, or to giue Bond for y<sup>e</sup> payment of all Debts and Legacies yet due; whereby wee, y<sup>e</sup> Overseers are vtterly disenabled to discharge the trust Comitted to us, by the Will of y<sup>e</sup> Said Cap<sup>t</sup> Keyne, and haueing Endeavor<sup>d</sup> other wayes, are necessitated to Craue y<sup>e</sup> Justice of this Hon<sup>rd</sup> Court to possesse us of the Said Estate, only Conditionally Conveyed to the Said Lane, w<sup>ch</sup> Conditions not being performed by the Said Lane, the Said Estate of right belongeth vnto our dispose, as wee Conceiue by the Will of y<sup>e</sup> Testato<sup>r</sup>, and by an

<sup>34</sup> Mass. Archives, vol. B. 15. p. 107.



Act of this Court; for the Ends & uses expressed in y<sup>e</sup> Said Will; Wee therefore humbly Craue the Patience & favour of this Hon<sup>rd</sup> Court to take y<sup>e</sup> p<sup>r</sup>misses, and what wee haue further to alleadge into yo<sup>r</sup> Serious Consideration, and to take Such Order therein, that y<sup>e</sup> true meaning and will of y<sup>e</sup> deceased who Soe leberally bequeathed to Publique vses may be fulfilled; and his Relations may not be jniured, wch is y<sup>e</sup> whole trust Comitted to us y<sup>e</sup> Overseers and y<sup>e</sup> only desire of.

In answer to this pet. the Deputyes Conceiue that if their be any articles of agreement broken as aboue exprest the pet<sup>rs</sup> are at libertie to prosecute the same in any of o<sup>r</sup> Courts of Judicature, With reference to the Concurrence of of hono<sup>rd</sup> magist<sup>rs</sup> herein  
17<sup>th</sup>: 3<sup>d</sup> 1667

Yo<sup>r</sup> Petition<sup>rs</sup>  
Simon Bradstreete.  
Daniel Denison .  
John Wilson Senior.  
Edw: Rawson  
James Johnson

William Torrey Cleric.

These recitals throw light upon the changing relations of Edward Lane and Anna Keayne. Several things are noticeable in regard to this petition. It was not extended on the records of the General Court.<sup>35</sup> It recites a fact unknown to genealogists, — that the order of the Court under date October 18, 1659, above cited, was based upon a "nulling of the marriage" between them. The petitioners take the ground that the conveyance by Edward Lane to Cooke and Wiswall, in 1663,<sup>36</sup> being upon condition unperformed, was inoperative, and that the estates revested in them by order of Court. The reply of the Court, as we have seen, was that if Cooke and Wiswall had not kept their agreements, the law was open. This brings us to 1667, where the case rested until, in January, 1683/4, its second stage opened. During this interval, Cooke and Wiswall apparently held the Rumney Marsh farms as their own estate.<sup>37</sup>

<sup>35</sup> [This was the reply of the House of Deputies; there is no evidence that the Magistrates took action upon the petition.]

<sup>36</sup> Suff. Deeds, L. 4, f. 191, as above cited.

<sup>37</sup> Among the early tenants of the Keayne farm were Sergeant Samuel Eldred, 1657 to 1659 (*supra*, p. 645), and "Benjamin Mussey & others," in 1663. Keayne's allotment was bounded westerly by Charlestown; but apparently he acquired lands within that town (now Everett), occupied by "Richard Dexter of Molden" (Suff. Deeds, L. 4, f. 191), and perhaps later owned by Nicholas Paige. [See *supra*, note 13. Richard Dexter's farm did not pass to Nicholas Paige. For other tenants on the Keayne farm, see *infra*, p. 663.]

## APPENDIX 1

*[The Chamberlain Family of Rumney Marsh]*

JOHN CHAMBERLAIN, tenant on the Dudley farm, died December 27, 1721, in the sixty-seventh year of his age.<sup>1</sup> Presumably he was a son of Edmond Chamberlain,<sup>2</sup> by his wife Mary Turner, whom he married at Roxbury, January 4, 1646/7, as in February, 1656/7, Edmond and Mary Chamberlain had a son John aged about three years.<sup>3</sup> "Mary, wife to Edmund Chamberlain of Chelmsford," died at the house of Samuel Ruggles in Roxbury, December 7, 1669,<sup>4</sup> and he married June 22, 1670, Hannah (Winter) Burden or Birditt,<sup>5</sup> widow of Robert Birditt of Malden, where he lived on the Birditt farm, which adjoined that of Way and Ireland in Rumney Marsh. April 1, 1678, Edmond Chamberlain resigned this farm to Thomas Birditt, his wife's eldest son,<sup>6</sup> and October 17, 1678, he described himself as of Roxbury.<sup>7</sup> He died at Woodstock,

<sup>1</sup> Gravestone at Revere.

<sup>2</sup> A genealogy of the family of Edmund Chamberlain, compiled for Judge Chamberlain by Harrison Ellery, is preserved in the book entitled Chamberlain and Hasey Genealogies (MSS.) in the room containing the Chamberlain Collection in the Boston Public Library. In accordance with a suggestion of Judge Chamberlain material has been drawn from it for this appendix.

<sup>3</sup> 2 Proc. Mass. Hist. Soc., xii. 330.

<sup>4</sup> Boston Rec. Com. Rep., vi. 179. According to the record returned to the clerk of Middlesex County by Samuel Adams, clerk of Chelmsford, she died December 6, 1669.

<sup>5</sup> Malden Vital Records; also handed to the clerk of Middlesex County by the clerk of Chelmsford.

<sup>6</sup> Middlesex Court Files, April term, 1678. In 1672 and 1674 Edmund Chamberlain of Malden rented marshland belonging to the estate of Governor Bellingham. *Supra*, pp. 427, 451, note.

<sup>7</sup> Middlesex Deeds, L. 8, f. 121. He with his wife Hannah by this deed conveyed to James Russell of Charlestown a house and 92 or 97 acres of land in Chelmsford, the homestead adjoining land of Thomas Chamberlain, Sr. October 22, 1656, Edmond Chamberlain of Chelmsford, planter, conveyed to William Baker of Billerica a house and 112 acres of land in Billerica that had been conveyed to him September 19, 1656. It was one twelfth of a farm of 1600 acres sold by Thomas Dudley to Isaac Learned, Thomas Chamberlain, and James Parker of Woburn February 28, 1651/2, and was bounded on the northeast by land belonging to William Chamberlain. Middlesex Deeds, L. 1, ff. 197, 208; L. 3, f. 318. June 11, 1656, Mary,

then a part of Suffolk County, now of Connecticut, May 8, 1696,\* and administration on his estate was granted to his widow Hannah July 28.<sup>9</sup> Apparently he lived in Woburn, Chelmsford, Malden, Roxbury, and Woodstock.

March 22, 1689/90, John Chamberlain of Malden was admitted a freeman. In 1695 he was granted six acres by Malden; in 1701 his name was on the tax list for Rumney Marsh, where he was taxed for two polls, one horse, two oxen, six cows, thirty sheep, and one hog, and for lands valued at £12 a year. In 1702, he held a "farme at twenty pound Rent a year."<sup>10</sup> Nicholas Paige mentioned him as the tenant on the little farm in February, 1702/3.<sup>11</sup> Administration on the estate of John Chamberlain of Rumney Marsh, husbandman, was granted to his son John, January 16, 1721/2.<sup>12</sup> According to the inventory of his estate, and his administrator's account, he hired a farm of Paul Dudley, Esq., and owned six acres of woodland in Malden.<sup>13</sup> His estate amounted to £238 : 11 : 2. His wife's name was Hannah. He had the following children:

1. John.
2. Margaret, married at Malden March 6, 1711/2, Samuel Wilson.
3. Hannah, born August 15, 1681;<sup>14</sup> presumably was married by Rev. Thomas Cheever to John Cole, May 7, 1705.
4. Edmund.
5. Mary, born at Malden, December 5, 1686;<sup>15</sup> possibly married to Daniel Whittemore by Rev. Thomas Cheever, January 22, 1718/9.
6. Sarah, born at Malden, November 25, 1688; presumably married to John Stower of Charlestown by Rev. Thomas Cheever, December 20, 1720, and died at Malden, October 2, 1730.

Deacon John Chamberlain (John (2) Edmund (1?)) of Rumney Marsh died December 30, 1753, aged seventy-five years.<sup>16</sup> As

wife of Edmond Chamberlain was received into the church of Chelmsford from the church in Woburn. 2 Proc. Mass. Hist. Soc., xii. 325.

\* Suff. Prob. Rec., L. 11, f. 210.

<sup>9</sup> *Ibid.*, L. 11, f. 186.

<sup>10</sup> Corey, Malden, 378. Boston Rec. Com. Rep., x. 148, 143. Samuel Townsend, who paid £40 rent in 1672, was taxed for a farm of the rental value of £30.

<sup>11</sup> Suff. Deeds, L. 21, f. 410.

<sup>12</sup> Suff. Prob. Rec., L. 22, f. 356.

<sup>13</sup> *Ibid.*, ff. 384, 625. "To Rent paid Paul Dudley Esq. £34."

<sup>14</sup> Wyman, p. 197; "of John and Hannah, Malden."

<sup>15</sup> Malden Vital Records; Wyman, 1022.

<sup>16</sup> Gravestone at Revere.

early as 1715 he was tenant of the Newgate farm; presumably he succeeded Thomas Marable in 1710. In 1726 he purchased land at Pullen Point, and removed thither in 1734 or earlier.<sup>17</sup> He and his wife Hannah joined the church at Rumney Marsh, June 16, 1717, and his first five children were baptized July 21, 1717. He was chosen deacon in June, 1720. May 10, 1705, he was married to Hannah, daughter of Lieutenant Joseph Hasey.<sup>18</sup> She died October, 26, 1727, in her forty-sixth year.<sup>19</sup> Presumably he married (2) Mary Jarvis, June 11, 1728.<sup>20</sup> January 25, 1754, his widow Mary was appointed to administer on his estate.<sup>21</sup> The children of John and Hannah Chamberlain were:

1. Sarah, born at Malden March 14, 1705/6;<sup>22</sup> married April 6, 1725, to Joseph Halloway (or Hallowell) by Rev. Thomas Cheever.

2. Abigail, born at Malden February 24, 1707/8; married May 12, 1730, Thomas Eustace of Winnisimmet.<sup>23</sup>

3. Elizabeth, born September 26, 1710;<sup>24</sup> died December 12, 1721.<sup>25</sup>

4. Hannah, born November 10, 1713; married January 11, 1740/1, to David Burnap of Hopkinton by Rev. Thomas Cheever.<sup>26</sup>

5. Mary, born March 5, 1714/5; married January 2, 1734/5, to John Hasey.<sup>27</sup>

6. John, born March 9, 1716/7; died April 29, 1717, aged seven weeks.<sup>28</sup>

7. Rachel, died March 30, 1718, aged fifteen days.<sup>29</sup>

8. Susanna, baptized November 15, 1719; married January 11, 1742/3, John Sargeant of Malden.

9. Lydia, baptized November 19, 1721; died August 18, 1722.<sup>30</sup>

10. Lois, baptized October 13, 1723; died October 4, 1725.<sup>31</sup>

October 9, 1755, the following heirs agreed to the distribution

<sup>17</sup> *Supra*, pp. 168, 169, 194.

<sup>18</sup> Boston Rec. Com. Rep., xxviii. 8; *supra*, pp. 233, 234.

<sup>19</sup> Gravestone at Revere.

<sup>20</sup> Boston Rec. Com. Rep., xxviii. 142.

<sup>21</sup> Suff. Prob. Rec., L. 48, f. 661.

<sup>22</sup> Malden Vital Records.

<sup>23</sup> *Supra*, p. 367.

<sup>24</sup> Boston Rec. Com. Rep., xxiv. 67.

<sup>25</sup> Gravestone at Revere.

<sup>26</sup> Boston Rec. Com. Rep., xxviii. 339; according to the record in Chelsea, January 1, 1741.

<sup>27</sup> *Supra*, p. 243.

<sup>28</sup> Gravestone at Revere.

of the estate of Deacon John Chamberlain: Mary Chamberlain, the widow, Sarah Haluel (Hallowell), Abigail Eustes, David Burnap in behalf of his wife Hannah, John Sargeant in behalf of his wife Susanna, and as guardian to the heirs of Mary (Hasey) deceased. On the division of the widow's thirds the following signed as heirs February 12, 1783: Susanna Sargent, Joshua Cheever for Abigail Eastes (Eustace), Samuel Floyd, Joshua Cheever for Hannah Burnett (Burnap).<sup>20</sup>

Edmund Chamberlain (John (2) Edmund (1?)) was married June 3, 1703, to Margaret Doucey by Rev. Thomas Cheever. July 16, 1722, John Chamberlain was chosen guardian by his nieces Hannah, aged about eighteen, and Ruth, aged about fifteen, and appointed guardian of Margaret, aged about thirteen, daughters of his brother Edmund Chamberlain, late of Rumney Marsh.<sup>20</sup> Presumably Ruth married Matthew Mallet of Charlestown July 31, 1729, and Margaret, Nathaniel Townsend of Lynn, December 9, 1736.<sup>21</sup>

Samuel Chamberlain was accidentally killed at Rumney Marsh in 1706. At an inquest on October 3, in the fifth year of Queen Anne's reign, William Ireland, Joseph Hasey, John Hloid, John Brentnall, Elisha Tuttle, Jonathan Tuttle, William Hasey, Thomas Prat, John Center, Jr., Joseph Lewis, John Lewis, John Tuttle, Jr., Abraham Hasey, Nicholas Bayly, and Stephen Larabe "upon their Oaths do say, That the said Sam<sup>l</sup> Chamberlain in Climing a tree to get Walnuts fell from the tree upon the ground which fall was the Caus of his Death."<sup>22</sup>

Jacob Chamberlain died at Rumney Marsh September 15, 1734, in the forty-fourth year of his age according to the gravestone at Revere. Mr. Harrison Ellery wrote: "He was a cordwainer and I am inclined to think that Jacob Chamberlain of Roxbury was his uncle"<sup>23</sup> and that he may have gone there to live with him. I have no positive proof that he was the son of John and Hannah Chamberlain of Malden, but circumstances lead me to think he was without doubt his son." Judge Chamberlain dissented. January 12, 1713/4, Jacob Chamberlain of Roxbury was

<sup>20</sup> Suff. Prob. Rec., L. 50, f. 637; L. 82, ff. 320-322.

<sup>21</sup> Suff. Prob. Rec., L. 22, ff. 608-610. Presumably this was the soldier of 1710 from Malden. Corey, Malden, 684. Mr. Harrison Ellery assigned Edmund, son of Edmund, to Woodstock, where July 19, 1713, 27½ acres were laid out to an Edmund Chamberlain. Boston Rec. Com. Rep., vi. 60.

<sup>22</sup> Malden Vital Records.

<sup>23</sup> Suff. Early Court Files, No. 6922.

<sup>24</sup> It is supposed that Jacob of Roxbury was a son of Edmund. He was a cordwainer.

married by Rev. Thomas Cheever to Abiel Hasey.<sup>34</sup> They owned the covenant at Roxbury in December, 1714. She was admitted to full communion at Roxbury in February, 1716, he at Rumney Marsh February 9, 1723/4. In 1730 he purchased the farm of Jonathan Tuttle.<sup>35</sup> In 1733, he was constable and tax collector for the district of Rumney Marsh. His widow was appointed administratrix of his estate;<sup>36</sup> she sold the farm, and removed with her family to Hopkinton, Mass. Possibly she was the Mrs. Chamberlain who died there in April, 1793, "the oldest person in the town above 95." She was baptized October 20, 1695. The children of Jacob and Abigail Chamberlain were:

1. Sarah, born December 10 (?), 1714, in Roxbury; married David Burnap of Hopkinton.

2. Martha, born January 19, 1717/8, in Roxbury; married Benjamin Wood at Hopkinton August 4, 1737.

3. John, admitted to the church in Hopkinton in 1741; married Mary Wood March 14, 1744/5; died at Jaffrey, N. H., in 1792, aged 72.<sup>37</sup>

4. Jacob, married Lydia Mellen in 1747; died at Danville, Vt.<sup>38</sup>

5. Samuel, baptized at Chelsea June 7, 1724; married Martha Mellen at Hopkinton March 2, 1748/9; removed to Concord, N. H., living in a part of the town that then belonged to Loudon; represented Loudon and Canterbury in the State Legislature in 1777 and 1778; removed to Peacham, Vt., in 1797; died in 1802.<sup>39</sup> Judge Chamberlain was his great-grandson.

6. Elizabeth, baptized September 18, 1726; married Nathaniel Hasey.<sup>40</sup>

7. Phebe, born September 4, 1728; baptized September 8; was alive in 1735.<sup>41</sup>

8. Edmund, born October 11, 1730; baptized November 22; married Mary Caryl at Hopkinton in 1757; lived later at Rockingham, Vt.; died at Lunenburg, Vt., about 1810.<sup>42</sup>

9. Nathaniel, born October 27, 1732; baptized November 5; living in 1735.

10. Abiel (a son), born October 7, 1734; lived in Loudon and Canterbury, N. H.; died at Peacham, Vt.]

<sup>34</sup> *Supra*, p. 242. She wrote her name Abihail.

<sup>35</sup> *Supra*, p. 223.

<sup>36</sup> Suff. Prob. Rec., L. 32, f. 28. The inventory and the account of the administratrix are in L. 32, ff. 26, 28, 521.

<sup>37</sup> Family Bible; Hopkinton records as copied by Judge Chamberlain.

<sup>38</sup> MSS. Account of the Chamberlain family by William Chamberlain, 1820.

<sup>39</sup> *Supra*, p. 243.

<sup>40</sup> Suff. Prob. Rec., L. 32, f. 28.

## APPENDIX 2

*Colonel Nicholas Paige*

Col. Nicholas Paige, found in Boston 1665, came from Plymouth, Devonshire, a merchant; married Ann, daughter of Benjamin Keayne, and granddaughter of Captain Robert Keayne, whose large landed estate in Revere became her property. [He was in Boston as early as 1660, but in England with Anna Keayne Lane in 1665.] Her history is given in the text.

[He engaged in foreign trade, and apparently was not over scrupulous in his observance of the laws. In 1674, with Richard Wharton and others, he was censured by the General Court for participation in a privateering venture, which had been without the authority, if not directly contrary to the orders of the magistrates in Boston.<sup>1</sup> In June, 1680, Edward Randolph reported in Boston harbor "a Pink of 60 tun riding at an Anchor, loaden with Logwood belonging to one Nicholas Page of this Towne, he gave noe bond pretending he was bound for New found land, and soe got a passé from the Gov<sup>r</sup>. it was ordered that if I went aboard that Pink I should be knock'd at head, and I beleive it, for I have been threatned by Paige."<sup>2</sup> The Governor, Simon Bradstreet, was his wife's uncle. Nine years later, on June 5, 1689, Randolph reported that the ketch Salisbury, of which Paige was the owner, "loaden with Tobacco arrived at Boston from Maryland without a Certificate" and "with her Load- ing of Tobacco, Saild from Boston to Glascow directly without Ent- ring into Bond."<sup>3</sup> He was a man of energy, and there are many references to his commercial ventures, and the difficulties arising from them, in the Massachusetts Archives and the records of the Suffolk courts. As a resident of Boston he was censured some three or four times for nuisances or encroachments on the street.<sup>4</sup> As a man of property the burden of the constable's office was laid upon him in March, 1673/4. He held no other office by gift

<sup>1</sup> *Supra*, p. 441.

<sup>2</sup> Prince Society Publ., Randolph Papers, iii. 71, 72.

<sup>3</sup> *Ibid.*, v. 39.

<sup>4</sup> Boston Rec. Com. Rep., vii. 100, 194, 221; xi. 7.

of the town. Joseph Dudley, Simon Bradstreet, and Major Gen. Denison were uncles by blood or by marriage of his wife, and notwithstanding the blot on his youth because of his immoral relations with Mrs. Anna Keayne Lane, Sewall's diary shows that he shared the social life of the town.]

June 27, 1675, Nicholas Paige was appointed Captain of Dragoons to accompany Major Thomas Savage in the expedition to Mt. Hope, in King Philip's War. He went to Narragansett, returned to Boston with Major Savage, and disbanded his men. There is no account of his further service in this war.\* [Shortly after the initiation of the Dudley and Andros régimes he is mentioned as Lieutenant Colonel, instead of Captain Paige.] He afterwards became Colonel of the Suffolk regiment; in 1693, a member of the Ancient and Honorable Artillery Company, and in 1695, its Commander. He was active in the deposition of Governor Andros in 1689. [Under date of May 15, 1686, Sewall wrote in his diary, "Gov<sup>r</sup> Hinkley, Major Richards, Mr. Russell and Self sent to by Major Dudley to come to Capt. Paige's, where we saw the Exemplification of the Judgment against the Charter with the Broad Seal affixed."† How Captain Paige and his wife profited by this change of government to obtain possession of the farm at Rumney Marsh is shown elsewhere. A month later, June 19, 1686, President Dudley and the Council sent to the government in England the names of eight men whom they deemed fit appointees for the Governor's Council in place of the four who had declined to serve. The name of Nicholas Paige was the fourth on the list. He was not appointed. March 26, 1684, Edward Randolph, overlooking for the moment apparently the commercial irregularities which he had reported in 1680, suggested Nicholas Paige among others to the Archbishop of Canterbury as a fit appointee on a commission to inspect the accounts and proceedings of the Governor and Company for Evangelizing the Indians in New England, and the Corporation of Harvard College; he did not suggest Paige for the Council in his letter of September 2, 1685.]‡ In July, 1689, Lt. Col. Nicholas Paige contributed £20 "towards erecting a Church for God's worship in Boston, according to the Constitution of the Church of England as by law Established."§ [This list, dated July, 1689, is entitled: "A memorandum of sure, honest, and well-disposed persons that Contributed their assistance for and towards erecting,"

\* Bodge, *Soldiers in King Phillip's War*, 85.

† Sewall's Diary, i. 137.

‡ Prince Soc. Publ., *Randolph Papers*, iii. 288-290; iv. 85, 86, 44.

§ Foote, *Annals of King's Chapel*, i. 89.



etc. The contributions were made earlier. The name of Lt. Col. Nicholas Paige is the second on the list, he and Benjamin Bullivant being the heaviest contributors. Only six men subscribed ten pounds or over. His name does not appear elsewhere in the history of King's Chapel; it was not in the list "of the contributors towards pews," dated in May, 1694.

One witness of the events of April 18, 1689, mentions Paige as present with his troops at the Town House with Shrimpton and Winthrop.<sup>9</sup> He was not placed on the Council of Safety, and there is no other evidence that he took part in the Revolution of 1689. When after thirteen weeks' imprisonment Joseph Dudley was permitted because of illness to return to his home in Roxbury, Nicholas Paige was one of three bondsmen for ten thousand pounds. Saturday, July 13, the mob seized Dudley in Roxbury and carried him back to the prison in Boston; but the keeper refused to receive him. He was left with Mr. Paige, who lived opposite the Town House. On Monday night the people broke into Paige's house, smashing his windows, in search for Dudley, who was forced to return to prison for safety.<sup>10</sup> Nicholas Paige signed the "Humble Address of divers of the Gentry, Merchants and others," which was printed by their opponents in 1691 under the title of an address "To which KING you please," with the assertion that "these Addressers are of the very Tools of Tyranny, who have been Aiding and Assisting in overturning all our Government, Laws and Religion, in the late Reigns." The petition criticised the revolutionary government at Boston, asserting that the province had from a military point of view been weakened by the change.<sup>11</sup>

November 4, 1690, Sewall mentioned dining at Rumney Marsh with Colonel Paige, stating that Paige sent his coach to the ferry to meet him.<sup>12</sup> Apparently about this time Paige chose Rumney Marsh for his chief, if not his only, residence. In 1704 there were tenants in the Boston houses.<sup>13</sup> Possibly he managed the farm in person after the death of Benjamin Muzzey, December 6, 1690. Presumably after the downfall of Dudley and Andros he found life in Boston uncongenial.] His residence being nearer the Malden church than that of Boston, he attended worship there

<sup>9</sup> 4 Mass. Hist. Soc. Coll., v. 104; Hutchinson, *Hist. of Mass.* (ed. 1764), i. 373-375.

<sup>10</sup> Prince Soc. Publ., Andros Tracts, II. 183.

<sup>11</sup> *Ibid.*, 236-239; 240.

<sup>12</sup> Diary, i. 333, in 5 Coll. Mass. Hist. Soc.

<sup>13</sup> Suff. Deeds, L. 31, f. 53; Sewall, Diary, II. 111.

in Michael Wigglesworth's church. March 14, 1691/2, the town voted that "corronnall page hath liberty to build a pue," and in 1701 he presented to the church an elegant pair of silver chalices, which have been preserved to our own times. In 1704, he gave £6. to enlarge the meeting house.<sup>14</sup> [He signed the petition of February, 1708/9, to oppose building one at Rumney Marsh. In the year when Colonel Paige was Commander of the Ancient and Honorable Artillery Company, Rev. Michael Wigglesworth was chosen to preach the annual sermon before the Company.<sup>15</sup> So far as is known he was the first to possess a square pew in the Malden church; in 1695 it stood on the south side of the house beside the pulpit.<sup>16</sup> In 1701 Nicholas Paige was taxed at Rumney Marsh for two polls, five negro men, 8 oxen, 14 cows, 5 horses, 23 swine, 206 sheep, with housing and lands valued at £50 a year, the latter being the most valuable listed. Next in value were the lands of Samuel Townsend, tenant on one of the Bellingham farms (£30), and Thomas Marable, tenant on the Newgate-Shrimpton farm (£30). John Chamberlain, presumably the tenant on the little farm, was taxed separately.<sup>17</sup>

Colonel Paige continued in possession of the farm until his death in 1717. Apparently he lived at Rumney Marsh with some style and pomp, in a "mansion house," with a square pew at church, a coat of arms on his coach, and negro servants in livery. The coat of arms of "Nicholas Paige of Rumney Marsh, Col. of the Second Regiment of Foot in the County of Suffolk, 1717," stands on record in the Gore Roll of Arms.<sup>18</sup> November 15, 1708, the following advertisement appeared in the Boston Newsletter:—"Ran-away from his Master Col. *Nicholas Paige of Rumley-Marsh*, on Tuesday the 2d of this Instant *November*, a Negro Man-servant, aged about 45 years, call'd *Jack Bill*, of middle Stature, a comely Fellow, speaks good English: He has on a black Hat, black Coat, blew Jacket, a broad cloth pair of Breeches with Livery Lace, and a pair of white Stockings."

Colonel Nicholas Paige died November 22, 1717, about eighty years old, leaving no posterity. His Rumney Marsh estate passed by will to Martha Hobbs. [She was his niece and in February,

<sup>14</sup> Bi-Centennial Book of Malden, 104.

<sup>15</sup> E. A. Roberts, *Hist. of the Company*, i. 308, 311.

<sup>16</sup> Corey, Malden, 207-209, 215, 289.

<sup>17</sup> Boston Rec. Com. Rep., x. 148, 142. In their will dated April 14, 1703, Nicholas and Anna Paige mentioned "this Farme we now live on at Romney Marsh and the Farm William Owin now liveth on which is besides the Farm John Chamberlin liveth on." Suff. Prob. Rec., L. 20, f. 166.

<sup>18</sup> Heraldic Journal, i. 126.

1703/4, was acknowledged as his heiress.<sup>19</sup> She married November 30, 1709, Nathaniel Oliver (H. C. 1701) of Boston, son of the wealthy merchant of the same name. In February, 1714/15, they named a son "Page Oliver" for "Col. Pages sake his wives Uncle."<sup>20</sup> November 29, 1717, Sewall wrote in his diary: "Col. Paige is buried from Capt. Oliver's. Bearers, John Usher esq<sup>r</sup>, W<sup>m</sup> Tailer esq<sup>r</sup>; Sewall, Thomas; Col. Byfield, Col. Checkley, Scarvs and Rings. Laid in a Tomb in the old Burying place, Gov<sup>r</sup> and L<sup>t</sup> Gov<sup>r</sup> had Scarvs and Rings."<sup>21</sup> His wife, Madam Anna Keayne Paige, had been buried there in 1704. By will dated in 1703, Nicholas and Anna Paige left £20 apiece to Margaret and Elizabeth Hobbes, the "two Daughters of our Sister Elizabeth Hobbes now living in Crookhorne in England," £20 to their sister Margaret Forgeson living in Marteneco, £6 to Rev. Michael Wigglesworth of Malden, £20 to the poor of Boston, £3 to each of their negro servants, and legacies to many friends.<sup>22</sup>

AN INVENTORY OF THE ESTATE OF COL<sup>O</sup> NICHOLAS PAIGE LATELY  
DECEASED IN RUMNEY MARSH.<sup>23</sup>

The Furniture in the best Room.

1 Large Looking Glass . . . . .	7	—	—
1 Doz: Chairs being old and broken . . . . .	3		
2 Tables an old Couch and 2 Carpets . . . . .	4		
1 Clock . . . . .	8		
1 pr old Doggs & 1 pr brass Andirons . . . . .	1		

In the Parlour

2 old fashion broken Tables . . . . .	1		
4 Chairs . . . . .	15		
1 looking Glass small . . . . .	1		
1 Chest Drawers . . . . .	1		
1 pr Stilyards 2 warming pans some old books . . . . .	1	15	

In the Kitebin

80 lb of Brass at 2/ . . . . .	8		
140 lb pewter 18d . . . . .			
3 small Pots . . . . .	1	10	
Jack and Spit . . . . .	2		
Trammells, Andirons, Shovells, bellows . . . . .	2		
Tubs, Pales, Cheese press . . . . .	1	5	

<sup>19</sup> Suff. Deeds, L. 31, f. 53.

<sup>20</sup> Sewall, Letter-Book, ii. 299.

<sup>21</sup> Sewall, Diary, iii. 150.

<sup>22</sup> Suff. Prob. Rec., L. 20, f. 106.

<sup>23</sup> *Ibid.*, L. 21, f. 119. The inventory was presented to the court October 11, 1718.

## Porch Chamber

1 Small Bed and Callico Curtains 1 blanket 1 pair pillows,	}	11	10
1 Small looking Glass 2 old Chairs			

## Sadle Chamber

1 Small Bed bolster, blanket Rug & an old Sadle . . . . .	5	10
---	---	----

## Parlour Chamber

1 Bed, Bolster, Blankets old Chairs . . . . .	10	—	—
---	----	---	---

## The biggest Kitchen Chamber

Ut supra, only more worn . . . . .	6		
------------------------------------	---	--	--

## Small Kitchen Chamber

1 Small Bed . . . . .	4		
-----------------------	---	--	--

## In the Best Chamber

2 pr Andirons . . . . .	1	8	—
1 Bed and old Furniture . . . . .	15		
1 Doz : of low Searge Chairs . . . . .	3	12	
1 looking Glass . . . . .	5		
1 pr Chest of Drawers & Table & two Stands . . . . .	8		

## In the Garrets

2 feather Beds for Servants & 2 flock Beds . . . . .	6		
--	---	--	--

## In the Cellars

16 Hogsheds, 6 Barrels, 2 Meat tubs & a Keif . . . . .	2	—	—
--	---	---	---

## In the Porch

7 fire arms at 25/ . . . . .	8	15	—
------------------------------	---	----	---

## Stock

120 Sheep . . . . . at	48	—	—
10 yearlings Steers & Heifers . . . . .	10		
7 two year olds . . . . .	14		
8 three year olds . . . . .	24		
3 four year olds . . . . .	10	10	
14 Cows . . . . .	56		
2 large Oxen . . . . .	12		
20 Load English Hay . . . . .	50		
10 Swine . . . . .	12	10	
1 Horse and Mare very old . . . . .	15		
1 Cart, 2 Tumbrells 1 Stone Cart being worn very much . .	7	—	—
4 axes much worn 2 old Scythes 2 old Iron Moules . . . .	1	4	—
1 Iron Crow 1 Timber chain 2 pr Yoks and 2 small Chains & pair Shaks and 3 hoes . . . . .	3	10	
460 oz : Plate at 10/ . . . . .	230	—	—

5 oz : Gold . . . . .	30	—	—
1 Sword . . . . .	2	10	
2 Negros being old . . . . .	20		
	£76	8	

A true Inventory as far as appears to us with the Apprizemt: to the best of our Judgmts John Brintnall, William Lowder, Thomas Pratt.

Since the above we have viewed the Coach and harness and find every thing old and decay'd and value it at Twenty Pounds John Brintnall, Thomas Pratt. In June, 1681 two copies of an account between Nicholas Paige and his tallor were filed at the Middlesex County Court in the case of Fowle vs. Paige. The items follow: Nicholas Page Dr Vnto Jacob fflowe deceased as it is in his booke : ffol. 45. 1677, June 1. To making your stuff sbute & Coat 16sh; to gallune 6d; to 4 yds bagnall [bangall] at 3d. to line yr sons shute 12sh; to making your sons shute & Coate 13sh; to a gross buttons for your sons Coate 6sh; to small buttons 1sh; to making yr sons blacke shute & Coat 13sh; to a Collar, looplace & gallune 9d; to making yr sons great Coate 4sh. Oct: 12. to 6 yds hair Camlett at 7s. 6d. £2 5sh; to 4 doz½ gold buttons at 2s 9 sh; to silke and gallune 1sh 9d; to ½ yrd gold looplace 6d; to making your hair Coat 6sh; to making your sons gown 4sh; to silke and thread 6d; to making your broad cloath Coat 6sh; to gallune 6d. 1678, August 34 To 4½ yds woosted farrendine at 2s 6d 11sh 3d; to buttons 6d; to 3 yds Callicoe at 18d 4sh 6d; to silke to face ye Coat sleeves 2sh 9d; to 5yds stuff for a pr breeches at 2s 9d 13sh 9d; to 3yds callico to line them at 18d 4sh 6d; to 3yds ferit ribband at 6d 1sh 6d; to pockets 1sh 6d; to silk & thread 2sh 6d; to a pe ribband 9sh; to making ye [yr sons] Coat & breches 12sh; to staying 8d; to silk, thread & gallune 2sh 6d; to facing ye Coat 6d; to 3¾ yds boadye Serge at 6s £1 2sh 6d; to 4½ doz buttons at 6d 2sh 3d; to silk & thread 1sh 6d; to making an hair Coat 6sh to 1½ yd broadcloth at 28s £1 19sh; to 2½ yds shaliune at 3s 6d 8sh 9d to silke to face ye hands 5sh; to silke thread & gallune 2sh 6d; to staying 6d; to pe figurd ribband 10sh; to making ye broadcloth Coat 8sh; to making a pr trowsers 1s thread & binding 8d 1sh 8d. 1678, April 5th to making yr fals sleeves 1sh; to callico to line them & buttons & silke 1sh; to facing a Coat 6d & facing a black Coat 6d 1sh. Summ Total — £16 : 3 : 1.

The testimony of Vs vndr written saith That The rectt of these foresd Articles Jn This account Excepting a small peice of ribband was owned by mr Nicholas Page Vnto Vs. Pettr fflowe and Jsaeke fflowe and furtbr said mr Page told vs yt he would take Care to satisfy this Debt Attested by vs Peter fflowe, Isaack fflowe. 21 : 4mo 81 : sworn in Court Jonath: Remington Cleric.

The depaision of Nicho Paige Eaged about fforty fower yeales. Testefeyth that sometime befor mr Jacobs fflowes death the said Jacobs fflowe told mee that hee had received of mr Nathanell Ellkin the some of tenn poundes one ye acct of mee ye said Nicho: Paige.

mr Page further testefyes that this was a pt of the debt in controversy: sworn in Court 24:4:81 J:R:C.

Verdict for the plaintiff.]

## APPENDIX 3

*[The Tenants on the Farm]*

WHEN Captain Keayne wrote his will in 1653, he mentioned James Pemberton "sometimes my servant & now partner with me at my ffarme." At his death "a Negro maide and a Scott" were inventoried with his estate at the farm, and two negroes and a "child negro" at Boston. Presumably the Scot was "James Bitts the Scotchman," to whom he bequeathed 20 sh. by a codieil "if he be in my service when I dye." Capt. Keayne made small bequests to all, including the negroes. Of the latter he wrote: "if they should be still kept or employed at my ffarme or in the service of my son or wife I hope they wilbe as dilligent & carefull in there busines & as serviceable to them as they have beene to me while I lived."<sup>1</sup>

A James Pemerton (or Pemberton), supposed to have come in the fleet with Winthrop, died February 5, 1661/2, in Malden, where he owned a house lot of ten acres and some marshland. Two sons are recorded to him: James, baptized September 14, 1633;<sup>2</sup> and John, who at the time of his father's death was a tenant on the Ferry farm of Governor Bellingham, and inherited his father's estate in Malden.<sup>3</sup> James may have been the tenant of that name on Captain Keayne's farm. January 29, 1683/4, James Pemerton, aged fifty-one, and Sarah his wife, aged fifty-three, deposed that they were "Tenants for years to the s<sup>d</sup> Keayne at the time of his decease," and knew his granddaughter Anna Keayne Paige "from a child." As the deposition was taken in Boston, it is probable that Captain Keayne's tenant became the well-known brewer of that place, a founder of the Old South Church, and father of Rev. Ebenezer Pemberton its third pastor. His wife Sarah was a daughter of the wife of Thomas Marshall, Sr.<sup>4</sup> Pemberton left the farm soon after, as in 1659 Captain Keayne's widow, then Mrs. Cole, among many complaints, said that Mr. Lane "turned out an honest man, and put in one that hath made the farme lesse worth by two hundred

<sup>1</sup> Boston Rec. Com. Rep., x. 25, 52.

<sup>2</sup> Wyman, 735.

<sup>3</sup> *Supra*, p. 296, note 7.

<sup>4</sup> Suff. Deeds, L. 4, f. 234.

pounds."<sup>8</sup> This was Samuel Eldred, from whom Lane was obliged to collect two years' rent by execution on a farm in Malden.

When Captain Keayne died there was only one house on the farm apparently. The following items in the account<sup>9</sup> of December 7, 1657, when the executorship of the estate was transferred from Captain Keayne's widow to Edward Lane, show that a new house had been built and a well dug, — possibly the house on the little farm.

To Richard Gridley for new house at farme . . . . .	006 - 19 - 10
To nayles & other Vtensills & boards for ye same . . . . .	002 - 18 - 10
To Samphoe y <sup>e</sup> bricklayer for the chlmneys . . . . .	004 - 05 - 00
To Digging the well Curbe &c . . . . .	001 - 00 - 00
To Edw. Hall for worke at farme &c . . . . .	004 - 04 - 06
To Goodman Weeden in mony & Corne. Newhowse . . . . .	002 06 00
To mr Shrimpton for nayles . . . . .	000 - 09 - 00
To a debt to Benjamin Muzzey for fencing . . . . .	002 - 01 - 00
To Carting timber bricks for new house . . . . .	001 - 07 - 00
To Corne to be left at y <sup>e</sup> farme for seed & for y <sup>e</sup> family . . . . .	021 - 14 - 00
To Cutting making hay &c . . . . .	026 - 00 - 00
To Hogs fatted for y <sup>e</sup> family 6 at . . . . .	003 - 10 - 00
To Hogs at y <sup>e</sup> halves now at y <sup>e</sup> ffarme left . . . . .	005 - 00 - 00

When Lane conveyed the farm to Cooke and Wiswall in 1663, it was in the occupation of Benjamin Muzzey and others.<sup>7</sup> Muzzey was then about thirty-three years of age. Presumably he was a son of Robert Muzzey of Ipswich. He married Alice, daughter of Richard Dexter of Malden.<sup>8</sup> He died December 6, 1690, possibly in the scourge of smallpox, which visited Rumney Marsh that year. Robert Muzzey and two negro servants in the house died also.<sup>9</sup> Among his children were: Benjamin, the eldest son, born April 16, 1657,<sup>10</sup> settled at Cambridge Farms, later Lexington; Joseph, born March 1, 1658 (1659?);<sup>11</sup> Richard, aged twenty-seven years or "thereabouts" in January, 1696/7;<sup>12</sup> "John Muzzey who was taken by y<sup>e</sup> Spanyards" before 1691; Sarah, who married June 12, 1674, John Waite of Malden;

<sup>7</sup> Mass. Archives, vol. B 15, p. 211.

<sup>8</sup> *Ibid.*, 209. About 1640 Captain Keayne had Thomas Joy build a barn on his farm 72 × 26 feet, with two porches 13 × 12 feet, four pair of great doors, four little doors, and two pair of stairs. The barn was ten feet high. See Lechford's Note-Book, p. 202, in Transactions Amer. Antiq. Soc., vii. 363, for an interesting itemized account.

<sup>9</sup> According to his deposition in March, 1665/6, he was then about 35 years of age. Mass. Archives, vol. B. 15, 101.

<sup>10</sup> Middlesex Deeds, L. 6, f. 193.

<sup>11</sup> Suff. Prob. Rec., L. 13, f. 446.

<sup>12</sup> Malden Vital Records.

<sup>13</sup> Suff. Early Court Files, No. 3614. Paper No. 6.

and two daughters mentioned in the family settlement of 1691 as "Mary Lunn and Elizabeth Darlin deceased." His whole estate was then valued at a little over two hundred pounds.<sup>12</sup> He saw service in King Philip's War under Captain Prentice in 1675/6.<sup>13</sup> In 1675 the Natick Indians were placed on Deer Island. During the following winter apparently a plot to attack them was formed. According to testimony given before Thomas Danforth the Lynn and Malden men planned their place of meeting "at Rumney marsh at Gm Muzzeys house."<sup>14</sup> In the legal contests of Cooke and Wiswall with Nicholas Paige and his wife Cooke was twice obliged to collect money from Muzzey by process of law. Muzzey left the farm before Cooke and Wiswall lost it in December, 1686; but returned as tenant to Colonel Paige or possibly earlier. He owned a farmhouse and thirty acres across the creek, north of the Keayne farm.<sup>15</sup> In the tax list for 1687, the first after the recovery of the farm, Muzzey was taxed as tenant of Colonel Paige for 150 acres of arable land and meadow, and for 350 acres of pasture (the actual acreage of the farm according to the survey of 1688 was 807 acres); and on his own account for four acres of arable land and meadow, eight acres of pasture, two four-year old oxen, six head of cattle, two horses, twenty sheep, and three swine. The buildings on Captain Keayne's farm, next to those of James Bill, Sr., and of John Smith, tenant of the Ferry farm where the wharf was included, were the most valuable at Rumney Marsh; those on Muzzey's own farm were of average value, the same as those of Samuel Townsend and of John Tuttle. In April, 1683, Timothy Brooks obtained a verdict against Muzzey for £10 for the rent of a farm in Billerica from August 9, 1682, to March 31, 1683.<sup>16</sup> In the disputes which arose in the Three County Troop in 1689 over the election of William Green to succeed Jonathan Wade as captain, Benjamin Muzzey, Sr., headed the Rumney Marsh petitioners for Wade, the husband of Gov. Thomas Dudley's youngest daughter.<sup>17</sup> Muzzey was a consistent adherent of the Dudley family.

In 1674 Elder John Wiswall, one of the grantees of Edward Lane in 1663, conveyed to his son John Wiswall, a man about thirty-five years of age, his half of the Keayne farms at Rumney Marsh.<sup>18</sup> At the April term of the Suffolk County Court in 1678

<sup>12</sup> Suff. Early Court Files, Nos. 2618, 3614.

<sup>13</sup> Corey, Hist. of Malden, 326.

<sup>14</sup> *Ibid.*, 47.

<sup>15</sup> Mass. Archives, cxxvii. 297; *supra*, p. 279; also

<sup>16</sup> MSS. Rec. of Suff. Co. Court, 1680-1692, p. 130.

<sup>17</sup> Corey, Malden, 313-317.

<sup>18</sup> Suff. Deeds, L. 11, f. 202.



John Wiswall, Jr., brought suit against Elizabeth Cooke, widow of Richard Cooke, for a division of the farms, but the verdict was for the defendant.<sup>19</sup> December 27, 1678, John Wiswall, Jr., conveyed title to one-fourth of the large farm, exclusive of buildings, for £250 to John Dowlittle, and in 1680 he conveyed to Elisha Cooke his half share in the small farm.<sup>20</sup> At the December term of the Middlesex County Court in 1678, John Floyd, as assignee of John Wiswall, Jr., sought to collect £37 10sh. from Cyprian Stevens and Henry Willard for one year's rent, in 1676, for half of a "farme Comonly called Cooke & Wisswells farme in Rumney Marsh," and for twelve and one half loads of hay. The writ was served upon Cyprian Stevens at Rumney Marsh. Simon Willard, aged 29, and Daniel Willard, aged 20, made oath that John Wiswall, Jr., had improved his part of the farm "commonly called Capt<sup>n</sup> Keans farm" in 1676, and sold some of the stock. In the end John Floyd was nonsuited, as the farm did not lie in Middlesex County, and neither of the defendants lived there.<sup>21</sup> Presumably Cyprian Stevens and Henry Willard rented Cooke's half of the farm in 1676, as the preceding February was the date of the Indian massacre at Lancaster, when the settlers withdrew, and did not return until 1679. Among these were Cyprian Stevens and Major Simon Willard and his sons. Major Willard died at Charlestown in April. Henry Willard, son of Major Simon, was born at Concord, June 4, 1655, and married Mary Lakin of Groton, July 18, 1674. He returned later to Lancaster. Simon and Daniel Willard, the witnesses in the case, were sons of Major Simon Willard. Cyprian Stevens, born about 1650, fourth and youngest son of Col. Thomas Stevens of Devonshire, England (later of London), was the son-in-law of Major Simon Willard. In a list of the children "born in Lancaster Families during Exile after the Massacre" are Simon Stevens, August 13, 1677, of "Cyprian and Mary, in Boston"; also Elizabeth, in 1681, and Joseph, in 1682/3. In 1682, Stevens was clerk of the writs at Lancaster, where he spent his later life.<sup>22</sup> In 1680 the great Keayne farm was described as in the occupation of John Wiswall, Jr., Cyprian Stevens, and John Dowlittle; the little farm was leased to Thomas Brentnall.<sup>23</sup>

<sup>19</sup> MSS. Rec. of Suff. Co. Court, 1670-1681, p. 501.

<sup>20</sup> Suff. Deeds, L. 11, ff. 202, 310; *supra*, 174-177.

<sup>21</sup> Middlesex Court Files, December term, 1678; Court Records, 252.

<sup>22</sup> H. S. Nourse, *Early Records of Lancaster*, 101, 108, 119, 272, 318, 321, 338; Willard Memoir, 358-360.

<sup>23</sup> Suff. Deeds, L. 11, f. 310. In 1686 the farm was in the occupation of "John Wiswall and others."

Apparently Wiswall remained in Rumney Marsh after possession was given to Nicholas Paige in December, 1686, as his name appears on the tax lists of 1687 and 1688. A petition was presented at the April term of the Middlesex County Court in 1691 by "John Wiswall, Sen<sup>r</sup>, 27 : 2 : 39."<sup>24</sup> He wrote that John Wiswall, Jr., was arrested at the motion of Robert Muzzey on suspicion of stealing from him, that the petitioner gave bond for his son's appearance in court. But "my Said Son," he continued, "is departed & gon out of this Collony without yo<sup>r</sup> petitioners knowledg. or Consent." He asked to be freed from his bond in consideration for the "heartbreaking Sorrow & Impoverishing expences he hath bin at & is now vnder by means of my Said Sonns Enormities — And my Endeavoring to Save him from publick Shame."<sup>25</sup> John Wiswall's name did not appear in the Rumney Marsh list for 1692; in 1691 it was in the list for precinct number eight in Boston. According to the Rumney Marsh list for 1687 he was taxed for thirty acres of arable land and meadow, and one hundred twenty acres of pasture, twenty-two head of cattle, eight horses, thirty sheep, six swine, and housing of more than the average value.

The first tenant of the little farm of whom mention has been found, was "Thomas Brenton" in 1678.<sup>26</sup> The same name appears on the earliest tax list for Rumney Marsh that has been discovered, that of 1674.<sup>27</sup> Presumably Thomas Brentnall, mentioned as tenant in 1680, was the same man; the name seems to have been variously spelt Brenton, Brentner, Brental, Brentnall, and Brintnall in the early records. In 1689 "Thomas Brentnall formerly of Rumney Marish now of Wadeing River" was sued for eight years' rent of "Wadeing River Farine in Dorchester," the rent beginning March 25, 1681.<sup>28</sup> Presumably he was the "Thomas Brental" who by his wife Esther had the following children, recorded at Boston: (1) Samuel, born Dec. 2, 1665; prob-

<sup>24</sup> Elder John Wiswall died in 1687. His son was accustomed to append the date of his birth, April 27, 1639, to his signature as a means of identification; *supra*, p. 167. John and Hannah Wiswall had a son John born March 21, 1667. Boston Rec. Com. Rep., ix, 106.

<sup>25</sup> Middlesex Court Files, April term 1691; see also Suff. Co. Court Rec., 1680-1692, p. 376.

<sup>26</sup> Suff. Deeds, L. 11, f. 202.

<sup>27</sup> Boston Rec. Com. Rep., i, 59.

<sup>28</sup> MSS. Rec. of Suff. Co. Court, 1680-1692, p. 335. In 1685 Thomas Brintnall was sued for the taxes of 1682 by the Constable of Dorchester. This seems to have been a test case to ascertain whether the farm lay within the limits of Dorchester or not. *Ibid.*, 257; also Suff. Early Court Files, No. 2526.

ably living at Taunton in 1691.<sup>29</sup> (2) Thomas, b. Nov. 1, 1669; according to Barry<sup>30</sup> married Hannah, daughter of Major Simon Willard, and lived in Sudbury. (3) Nathaniel, b. July 31, 1671; described as "of Boston, mariner," when letters of administration were issued June 26, 1701, to his brother John Brintnall of Rumney Marsh innholder.<sup>31</sup> (4) John, b. March 3, 1672; married Phoebe, daughter of Captain John Smith, and lived at Winnisimmet, first as a tenant on the Ferry farm, and later as owner of the Elias Maverick estate.<sup>32</sup> (5) Joseph, b. March 3, 1673; (6) Caleb, b. Feb. 29, 1679/80; described as of Boston, glazier, when administration was granted on his estate, July 7, 1707.<sup>33</sup> (7) Mehetable, born Nov. 14, 1685; presumably the Mehetable Brentnal who was married April 18, 1706, to John Lamson by Rev. Thomas Cheever. (8) Mary, mentioned in the settlement of her brother Nathaniel's estate in 1701.<sup>34</sup> Presumably his successor as tenant on the farm was Isaac Lewes, who was named a defendant in the suits brought by Nicholas Paige in 1686, and was mentioned in 1687 as tenant of the little farm under Nicholas Paige.<sup>35</sup> March 25, 1690, Lewis purchased a house and land of Jeremiah Beleher and Elisha Tuttle. He died in 1691.<sup>36</sup> John Chamberlain was tenant of the little farm as early as February, 1702/3, and at his death in 1721.<sup>37</sup>

<sup>29</sup> Suff. Co. Court Rec., 1680-1692, p. 399.

<sup>30</sup> Hist. of Framingham, 194, 195.

<sup>31</sup> Suff. Prob. Rec., L. 14, f. 355; L. 15, ff. 44, 45.

<sup>32</sup> *Supra*, pp. 46, 320.

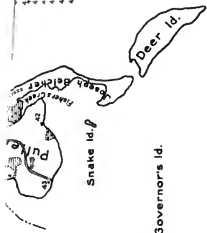
<sup>33</sup> Suff. Prob. Rec., L. 16, ff. 296, 338, 339, 416.

<sup>34</sup> *Ibid.*, L. 15, f. 45.

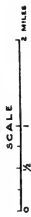
<sup>35</sup> Mass. Archives, cxxvii. 297.

<sup>36</sup> *Supra*, p. 247.

<sup>37</sup> *Supra*, p. 651. See also vol. II. pp. 74-84.



# CHELSEA IN 1739



- Town Boundary
- Public Road
- Private "
- Marsh
- Swamp

- 41. JOHN GROVER.
- 42. JOHN CHAMBERLAIN.
- 43. JOHN CHAMBERLAIN.
- 44. JOHN CHAMBERLAIN.
- 45. CHARLES BILL.
- 46. JONATHAN BILL.
- 47. SITE OF OLD INDIAN FORT

13. 11. 1968

